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

CHAMBER RULES

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

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – March 5, 2020 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Bergosh.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Ronnie Johnson, a Field Supervisor in the Operations Division of the Waste Services Department, on his selection as the "Employee of the Month" for March 2020;

B. Adopt the Proclamation commending and congratulating the University of West Florida Football Team, the Argonauts, for winning their first National Title in the program's fourth year of NCAA Division II competition;

C. Adopt the Proclamation honoring and recognizing Rebuild Northwest Florida for the tremendous affect they have had assisting our residents in preparing their homes against hurricane force winds and storm damage; and

D. Ratify the Proclamation dated February 13, 2020, declaring February 7th through February 14, 2020, as Congenital Heart Defect Awareness Week.

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

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

8. 5:32 p.m. Public Hearing for Consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Juan Road, as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of unopened right-of-way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector:

A. Approve or deny the Petition to Vacate a portion of Unopened Right-of-Way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 1.

9. 5:33 p.m. Public Hearing to Consider the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion:

A. Approve or deny the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion;

B. Adopt the Resolution to Vacate; and

C. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

10. 5:34 p.m. Public Hearing for Consideration of the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton.

Recommendation: That the Board take the following action concerning the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton:

A. Approve or deny the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

11. 5:35 p.m. Public Hearing for consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 Funds, for operating and capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for $3,648,678 in Federal Assistance, for Operating and Capital expenses;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPERATE COVER:

- **5307 Grant Application for Fiscal Year 2019/2020**

[The Grant Application is for a total of $3,648,678. Operating Assistance of $2,500,000 requires a local 50% match. Operating costs will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the Fiscal Year 2020 Budget. Preventive Maintenance, ADA Paratransit service, Baldwin County and Safety requires a 20% local match of $337,169.50. The 20% local Match is covered by Florida Toll Revenue Credits.]

12. 5:36 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 100, Article I, Sections 100-1 through 100-6, Establishing the Escambia-Pensacola Human Relations Commission.

Recommendation: That the Board adopt an Ordinance amending Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

13. 5:37 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97, Relating to Fair Housing.

Recommendation: That the Board adopt an Ordinance amending Chapter 58, Article IV, Sections 58-95 and 58-97, relating to Fair Housing to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board.

14. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports will be available online at https://www.escambiaclerk.com/Archive.aspx?AMID=36) :

A. The Government Finance Officer's Association version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019; and

B. The Auditor General version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019.

2. Recommendation Concerning Acceptance of TDT Collection Data for the December 2019 Returns Received in January 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2019 returns received in the month of January 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fourth month of collections for the Fiscal Year 2020; total collections for the month of December 2019 returns was $499,839.95; this is a 10.19% increase from December 2018 returns; total collections year to date are .14% less than the comparable time frame in Fiscal Year 2019.

3. Recommendation Concerning Acceptance of the January 31, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2020, as required by Ordinance Number 95-13. On January 31, 2020, the portfolio market value was $361,312,603 and portfolio earnings totaled $673,582 for the month. The short term portfolio achieved a yield of 1.87%. The long-term CORE portfolio achieved a yield of 1.45%.

4. Recommendation Concerning Uncollectible Bad Debt Write-Off

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $1,457.95 of a returned check and account receivable in various funds of the County that have been determined to be uncollectible bad debts.

5. Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. The Santa Rosa Island Authority Financial Statements and Supplementary Information, September 30, 2019, as provided by Vickie S. Johnson, Director of Finance, Santa Rosa Island Authority;

B. The Escambia County, Florida, Schedule of Activity for the Landfill Management Escrow Cash Account for the year ended September 30, 2019;

C. The Single Audit Report, Escambia County, Florida, September 30, 2019; and

D. The Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County, Project Number 4177-09-R, Contract Number 16NF-00-01-27-01-453, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for the projects.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 13, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 20, 2020; and

C. Approve the Minutes of the Regular Board meeting held February 20, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 4, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 4, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-01 and Z-2020-02 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2020-01***
Address:	7000 BLK Pine Forest Road (off)
Property Reference No.:	24-1S-31-4302-000-000
Property Size:	4.95 (+/-) acres
From:	Com, Commercial District (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Kader, Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Larry Downs, Jr.
2. Case No.:	***Z-2020-02***
Address:	11545 Sorrento Road
Property Reference:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Commissioner District:	2
Requested by:	Curtis and Kelli Sumrock, Owners
Planning Board Recommendation:	Approval
Speakers:	Curtis Sumrock, Chris Dosev, Melissa Pino, Brian Barr, Michael Russo, Karen Sindel, Carole Tebay, Medora Mullins, Larry Downs, Jr., Suzanne Wells, Jennifer Powell, William McLendon,

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on February 4, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-02

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, located north of Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the first of two public hearings before the BCC.

4. 5:47 p.m. A Public Hearing Concerning the Review of an Ordinance Removing Two Parcels from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-01 **(On February 25, 2020, the applicant sent an email (see attached) requesting that this case be withdrawn from the BCC meeting.)**

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the first of two public hearings before the BCC.

   On February 25, 2020, the applicant sent an email (see attached) requesting that this case be withdrawn from the BCC meeting.

5. 5:48 p.m. A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-03

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the first of two public hearings before the BCC.

6. 5:49 p.m. A Public Hearing Concerning the Review of an Ordinance Removing Two Parcels from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-04

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002 totaling 2.95 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002, totaling 2.95 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing is the first of two public hearings before the BCC.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01

   That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, changing the Future Land Use category of a parcel, which is located within Section 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

   This hearing serves as the first of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat Brylington Manor, Permit FP# 19124160

That the Board take the following action concerning recording of Brylington Manor (a 74-lot public residential subdivision) located in the Saufley Field Community, lying south of Mobile Highway (U.S. Highway 90), and west of Klondike Road. Owned and developed by Ashton, LLP. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

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

C. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety for Streets and Drainage improvements.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

April 2, 2020

A. 5:45 p.m. - A Public Hearing - CIP Ordinance

Summary: The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

B. 5:46 p.m. - A Public Hearing - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

C. 5:47 p.m. - A Public Hearing - Perdido Landfill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

D. 5:48 p.m. - A Public Hearing - Brickton Borrow Pit Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.

E. 5:49 p.m. - A Public Hearing - Eager Beaver Recycling Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 2170 Longleaf Drive.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Property for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, Information Technology Director, Office of the State Attorney

   That the Board approve the three Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 6, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2020 Seasonal Fireworks Displays, Launched From a Floating Platform Near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board approve the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use.) Each Noise Waiver Application listed below coincides with an Application for a fireworks exhibition for the 2020 Seasonal Fireworks Displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach.

A. Application for May 24, 2020, 9:00 p.m. to 9:15 p.m.;
B. Application for June 5, 2020, 9:00 p.m. to 9:15 p.m.;
C. Application for June 12, 2020, 9:00 p.m. to 9:15 p.m.;
D. Application for June 17, 2020, 9:45 p.m. to 10:00 p.m.;
E. Application for June 26, 2020, 9:00 p.m. to 9:15 p.m.;
F. Application for July 4, 2020, 9:00 p.m. to 9:15 p.m.;
G. Application for July 10, 2020, 9:00 p.m. to 9:15 p.m.;
H. Application for July 17, 2020, 9:00 p.m. to 9:15 p.m.;
I. Application for July 24, 2020, 9:00 p.m. to 9:15 p.m.;
J. Application for July 31, 2020, 9:00 p.m. to 9:15 p.m.;
K. Application for August 7, 2020, 9:00 p.m. to 9:15 p.m.;
L. Application for September 6, 2020, 9:00 p.m. to 9:15 p.m.;
M. Application for October 31, 2020, 9:00 p.m. to 9:15 p.m.; and
N. Application for January 1, 2021, 12:00 a.m. to 12:15 a.m.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Soundside Merchants Association Crawfish Festival Fireworks Display - Tim Tolbert, Building Official/Department Director

That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Soundside Merchants Association Crawfish Festival Fireworks Display to be launched from a barge offshore near 400 Quietwater Beach Road on April 18, 2020, from 8:00 p.m. to 8:30 p.m.

5. Recommendation Concerning the Scheduling of a Public Hearing for the Repeal and Replacement of Chapter 14 of the Escambia County Code of Ordinances - Tim Tolbert, Building Official/Department Director

   That the Board authorize the scheduling of a Public Hearing for April 2, 2020, at 5:35 p.m., for the purpose of receiving comments from the public concerning the repeal and replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations."

6. Recommendation Concerning the Scheduling of a Public Hearing for the Makenna Estates Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

   That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:32 p.m., to consider adoption of an Ordinance creating the Makenna Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

7. Recommendation Concerning the Scheduling of a Public Hearing for the Sonoma Ridge Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

   That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:33 p.m., to consider adoption of an Ordinance creating the Sonoma Ridge Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

8. Recommendation Concerning the Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule - Janice P. Gilley, County Administrator

   That the Board approve the Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on Tuesday, September 8, 2020, at 5:31 p.m., and Tuesday, September 22, 2020, at 5:31 p.m., respectively.

   The Budget Workshops have also been scheduled for Tuesday, July 14, 2020, at 9:00 a.m., and Wednesday, July 15, 2020, at 9:00 a.m.

9. Recommendation Concerning the Approval of Gallery Night Pensacola, Inc., to Use the County Tax Collector Courtyard as a Performance Venue on March 20, 2020 - Janice P. Gilley, County Administrator

That the Board approve, and authorize the County Administrator to sign, the Hold Harmless Agreement and Indemnification Agreement for Gallery Night Pensacola, between Escambia County, Florida, and Gallery Night Pensacola, Inc., for use of the County Tax Collector Courtyard as a performance venue on March 20, 2020, from approximately 4:00 p.m. to 11:00 p.m.

10. Recommendation Concerning the Medical Examiner Search - Janice P. Gilley, County Administrator

That the Board discuss and support the Medical Examiner Search Committee actions, from the January 22, 2020, Medical Examiner Search Committee meeting.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Memorandum of Understanding Between Escambia County and AMIKids Pensacola, Inc., for Support and Donation of Grant - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between Escambia County and AMIKids Pensacola, Inc., to support the Block by Block Project:

A. Approve funding, in the amount of $50,000, to support the AMIKIds Pensacola, Inc., Workforce Development Program, as outlined in the MOU;

B. Authorize the Chairman to sign the Memorandum of Understanding between Escambia County and AMIKids Pensacola, Inc., to support the donation of the Grant to AMIKids Pensacola, Inc., Workforce Development Program, as outlined in the Agreement; and

C. Authorize County Administration to take any further actions necessary to implement the Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 370102]

2. Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contract:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;

B. Approving one of the following payment plans:

1. Pay upfront cost of $14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be $88.42;

OR

2. Pay no upfront cost, and the monthly Energy cost will be $223.97; and

C. Authorizing the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project is located in Commission District 2.

[Funding: Fund 151, CRA Warrington, Cost Center 370114]

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following March 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,579, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;

2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of $4,438, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of $3,116, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; and

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

4. Recommendation Concerning Change Orders to Purchase Order #201069 to Design Homebuilders, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the County Administrator's signature concerning the following Change Orders to Purchase Order #201069 to Design Homebuilders, Inc., for housing repairs at 432 Oakfield Road:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$8460
Vendor:	Design Homebuilders, Inc.
Purchase Order #:	201069
Original Award Amount:	$24,280
Change Order #1 (1/30/20):	$7200
Change Order #2 (2/18/20):	$1260
New P.O. Total:	$32,740

[Funding: Fund 120/2018 SHIP, Cost Center 370205 ($5720) and Fund 124/Affordable Housing, Cost Center 370290 ($2740)]

5. Recommendation Concerning Issuance of Change Order #2 to Purchase Order #201052 to Larry Gates Construction - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Purchase Order #201052 to Larry Gates Construction for asbestos removal and disposal at 101 and 103 Diego Circle:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$18,300
Vendor:	Larry Gates Construction
Purchase Order #:	201052
Original Award Amount:	$11,800
New P.O. Total:	$30,100
Funding Fund 129/2017 CDBG, Cost Center 370231	

6. Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 5711 Almax Court - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 5711 Almax Court:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Beverly Avergel Faubion, Owner; per the terms and conditions of NED C-R-2020-5, NED CDBG Housing Repair for 5711 Almax Court, for a base bid of $56,100; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 129/2017 CDBG Housing Rehab, Cost Center 370230]

7. Recommendation Concerning the Funding for Spring Harvest Fest, Shiloh Primitive Baptist Church - Commissioner Lumon J. May, District 3

That the Board approve funding $250 to sponsor Spring Harvest Fest, Shiloh Primitive Baptist Church from Commissioner Lumon May's discretionary fund.

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

8. Recommendation Concerning the Issuance of a Purchase Order to Safe Lawn, Inc., for Groundskeeping at Perdido Landfill and Palafox Transfer Station - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to Safe Lawn, Inc., for Groundskeeping at Perdido Landfill and Palafox Transfer Station:

A. Authorize the issuance of a Purchase Order to Safe Lawn, Inc., in the amount of $31,075, for groundskeeping at Perdido Landfill and Palafox Transfer Station, per the terms provided in the Groundskeeping Scope of Work, for Fiscal Year 2019-2020; and

B. Authorize the County Administrator to sign the Purchase Order.

This request for quotations was emailed to 166 registrants in Vendor Registry, representing 99 firms. 51 firms opened and viewed the request for quotations. At closing on September 27, 2019, 12:00 p.m., five quotations had been received, with three registered through Vendor Registry and two hand delivered.

Vendor/Contractor	Amount	Contract Number
SAFE LAWN, INC. **Groundskeeping Services** **Fund 401, Solid Waste Fund** **Cost Center: 230314, SW Operations;** **Object Code: 53401, Other Contractual Services; ($27,025)** **Cost Center: 230307, SW Transfer Station** **Object Code: 53401, Other Contractual Services; ($4,050)**	**$31,075**	**N/A** **Request for Quotations via Vendor Registry and/or Hand Delivery**

9. Recommendation Concerning the approval of Information Technology Hardware and Software Expenses - William “Bart” Siders, Information Technology Director

That the Board authorize the Department, in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

10. Recommendation Concerning the Conveyance of a Portion of Real Property Located at 3085 Robertson Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 Robertson Road, to Jerry David Westmoreland and Jean Ann Westmoreland:

A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland and Jean Ann Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and

B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

11. Recommendation Concerning Approval to Issue Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Engineering Department as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
	Vendors to be determined based on quotes: Alfred Watson Construction, Vendor Number 011322 Infrastructure Specialty Services, Vendor Number 420809 Christopher Bargaineer Concrete, Vendor Number 033086 Roads Inc. of NWF, Vendor Number 182328 Chavers Construction, Vendor Number 032335 LTS Construction, LLC, Vendor Number 426732 Adhering to Purchasing Policy PP060, quotes are solicited from at least three local contractors for each project, and the work is awarded based on the lowest cost. Over the course of the year, some contractors may receive Purchase Orders for work on Americans with Disabilities Act (ADA) upgrades on a cumulative amount not to exceed $100,000. The Engineering Department will solicit quotes for these projects from the qualified local contractors listed above, and also from other qualified local contractors throughout the course of Fiscal Year 2019/2020.	$100,000	N/A

[Funding is currently available in Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106 "Transportation and Drainage", Project #20EN0938.]

12. Recommendation Concerning the Florida Department of Transportation County Incentive Grant Program Application for the County Road 184 (Muscogee Road) Freight Corridor Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Application for the County Road (CR) 184 (Muscogee Road) Freight Corridor Project:

A. Authorize staff to submit an Application for CIGP Funds to the Florida Department of Transportation (FDOT), to request Grant funding for the CR 184 (Muscogee Road) Freight Corridor Project, from the Perdido River to Beulah Road (CR 99), and from Carlisle Drive to Nowak Road; and

B. Authorize the County Administrator or designee to sign the Application, and any other documents related to the request for CIGP funds, subject to Legal review and sign-off, if applicable, and without further action of the Board.

This project is located in Commission District 5.

[Funding: Fund 353, Local Option Sales Tax IV; CIGP requires a 50/50 funding match. Staff recommends requesting that CIGP funds for the project totaling $2,700,000 (construction estimate, including contingency and construction engineering and inspection) be awarded. If awarded, FDOT and Escambia County would each fund $1,350,000 towards the project.]

13. Recommendation Concerning Supplemental Budget Amendment #064 - Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #064, Local Option Sales Tax III (Fund 352), in the amount of $8,250, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for the Detroit Boulevard and Cove Avenue Utility Relocation project, and to appropriate these funds back into the LOST III project budget.

Escambia County and ECUA entered a 50/50 cost sharing agreement to share the cost of relocating utilities as part of the bridge installation at Detroit Boulevard and Cove Avenue. Total cost of the utilities relocation was $16,500, and ECUA's contribution is $8,250. These funds have been received and need to be transferred back into the project's budget.

14. Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,996,867, and from Cost Center 360105, in the amount of $803,133, for a combined total of $2,800,000; and

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,800,000, for a total allocation of $9,249,534, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

1. Direct programming: Expenses of ~~$4,925,816~~$6,922,683 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$340,622~~$498,147 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and

3. Personnel: Expenses of ~~$1,183,096~~ $1,828,704 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

15. Recommendation Concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County:

A. Rescind the Board's action of February 16, 2012, taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street:

1. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of $46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

3. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and

4. Authorizing the Chairman to sign all documents related to the sale;

B. Rescind the Board's action of July 10, 2014, taking the following action concerning surplus and sale of real property, located at 3403 West Lloyd Street:

1. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

2. Declaring surplus the Board's real property, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
064094000	332S303301005274	$7,434	3403 West Lloyd Street	3

3. Authorizing the sale of property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current assessed value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

4. Authorizing the Chairman to sign all documents related to the sales; and

C. Rescind the Board's action of November 6, 2014, taking the following action concerning the surplus and sale of real properties, located at the following locations:

1. Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying the premises;

2. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist.) noted:

Account	Reference	2014 PA Value	Address	District
150646000	000S009060014053	$4,868	1021 North "F" Street	3
150780000	000S009060110068	$2,250	1209 West Gonzalez Street	3
150783000	000S009060122068	$5,398	1015 North "G" Street	3
150784100	000S009060150068	$4,499	1017 North "G" Street	3

3. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

4. Authorizing the Chairman to sign all documents related to the sales.

Each of the above-referenced parcels has previously been declared surplus and authorized for sale. A sale has not been achieved on these parcels to date. The prior Board actions are now being rescinded to allow the parcels to be designated for use in an infill housing project in District 3.

16. Recommendation Concerning the Contract Award for PD 18-19.081, Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project - Joy Jones, P.E., Engineering Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 18-19.081, Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project for Phase I Base Services, in the amount of $386,235, and Phase I Optional Services, in the amount of $69,930. The total estimated cost for Phase I is $456,165.

Contingent upon an appropriation of additional Project funding, the County will budget funds for Phase II Base Services, in the amount of $313,055, Phase II Optional Services, in the amount of $82,335, Phase III Base Services, in the amount of $34,665, and Phase III Optional Services, in the amount of $12,985. The total estimated cost for Phase II is $395,390, and Phase III is $47,650.

The total estimated Project cost (Phases I-III) is $899,205.

Vendor/Contractor	Amount	Contract Number
Phase I: Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 17EN2791	$456,165	PD 18-19.081

NON-ADA-COMPLIANT DOCUMENTS UNDER SEPARATE COVER:

- RLI Response from Mott MacDonald
- Muldoon Velma Project Map

This solicitation was issued via Government Forms Software to 248 registrants representing 96 firms.

17. Recommendation Concerning Award of a Purchase Order for Five Transfer Trailers for the Solid Waste Department - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for five Transfer Trailers, to Mac Trailer Manufacturing, Inc., in the amount of $382,815 ($76,563 per trailer), per the terms and conditions of PD 19-20.027, Transfer Trailers (5) for Solid Waste.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230307, Palafox Transfer Station; Object Code 56401, Machinery & Equipment	$382,815	PD 19-20.027

Specification PD 19-20.027, Transfer Trailers (5) for Solid Waste was posted to Vendor Registry on January 21, 2020 and issued to 32 registrants representing 27 firms. The solicitation was viewed by 18 firms and downloaded by 13 firms.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid Response from MAC Trailer Manufacturing, Inc.
- Recommendation to Award Determination Checklist

18. Recommendation Concerning Contract Award for Landscape Maintenance for the Community Redevelopment Agency - Clara Long, Division Manager, Community Redevelopment Agency and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement for Landscape Maintenance between Escambia County and The Four C's Landscaping Services, Inc., for a period of 12 months, renewable for up to two additional 12-month periods, for a total of 36 months, in the approximate annual amount of $61,985.53.

Vendor/Contractor	Amount	Contract Number
Fund 151, Community Redevelopment Fund; Cost Center 370113, CRA Brownsville; Object Code 56301 Improvements Other Than Buildings	$10,569.00	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370114, CRA Warrington; Object Code 56301 Improvements Other Than Buildings	$22,564.00	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370116, CRA Barrancas; Object Code 56301 Improvements Other Than Buildings	$15,470.28	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370117, CRA Englewood; Object Code 56301 Improvements Other Than Buildings	$8,756.00	PD 18-19.093
Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramps; Object code 54610, Repair & Maintenance	$4,626.25	PD 18-19.093
Total	$61,985.53	

Specification PD 18-19.093, Landscape Maintenance, was posted on Vendor Registry beginning on August 23, 2019, and was issued to 118 registrants representing 95 firms. The solicitation was viewed by 51 firms and downloaded by 39 firms. Bid responses were received from two firms. The Selection Committee deemed The Four C's Landscaping Services, Inc., to be the lowest, most responsive bidder.

NON-ADA-COMPLIANT DOCUMENTS PROVIDED UNDER SEPARATE COVER:

- Bid Response from The Four C's Landscaping Services, Inc.

19. Recommendation Concerning Contract Award for Inmate Commissary and Banking Services - William R. Powell, Director of Corrections, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for a negotiated commission rate of 51% to the County on all adjusted gross revenue, with an effective date of April 1, 2020;

For the purpose of this Agreement, Adjusted Gross Revenue is defined as the total amount of merchandise sold/issued to inmates on behalf of the County:

- Minus Applicable Sales Tax
- Minus the Cost of All “Indigent Items” Issued
- Minus Non-Profit Items (stamps, stamped envelopes, etc.) Issued

B. Authorize the County Administrator to sign the Agreement for Secure Release Prepaid Debit Card Release between Escambia County and Keefe Commissary Network, LLC, authorizing the County to issue available inmate trust fund balances to the inmate at time of release; and

C. Authorize the County Administrator to sign the Payment Services Agreement between Escambia County and Keefe Commissary Network, LLC, authorizing the firm to handle certain cash and payment processing services on behalf of the County as it relates to the Inmate Commissary and Banking services.

Vendor/Contractor	Amount	Contract Number
Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301	Revenue Account	PD 18-19.102
Fund 175, Transportation Trust Fund; Revenue Account 342302	Revenue Account	PD 18-19.102

Solicitation PD 18-19.102, Inmate Commissary and Banking Services, was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Proposal from Keefe Commissary Network, LLC

20. Recommendation Concerning the Agreement for the OLF-8 Master Plan (PD 17-18.105) with DPZ CoDESIGN, LLC - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind the Board's previous action of December 5, 2019, to approve and authorize the County Administrator to execute, subject to Legal sign-off, the Agreement between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of $1,159,757, expenses not-to-exceed (NTE) $75,000, and optional services NTE $88,750;

B. Waive any potential conflict of interest relating to subconsultant, Weitzman Associates; and

C. Approve and authorize the County Administrator to execute the final Agreement for Professional Consulting Services between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of $1,159,757, expenses NTE $75,000, and optional services NTE $88,750, to include a provision acknowledging the Consultant's disclosure of a potential conflict of interest relating to subconsultant, Weitzman Associates.

Vendor/Contractor	Amount	Contract Number
Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)	$1,323,507 Less $60,000 for optional Land Valuation/Appraisal	PD 17-18.105

21. Recommendation Concerning the Contract Award for Debris Hauling Services for Escambia County - Patrick T. Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign Agreements, per the terms and conditions of PD 18-19.027, Debris Hauling Services for Escambia County, to be available in the event of a declared disaster in Escambia County based on Escambia County, Florida Counter Offer and each firms acceptance:

- AshBritt, Inc.
- Bergeron Emergency Services, Inc.
- Ceres Environmental Services, Inc.
- Crowder-Gulf Joint Venture, Inc.
- Custom Tree Care, Inc.
- D & J of Alabama, Inc.
- DRC Emergency Services, LLC
- Panhandle Grading & Paving, Inc.
- Phillips and Jordan, Inc.
- Roads, Inc. of NWF
- Southern Disaster Recovery, LLC
- T.F.R. of Texas, Inc.

Vendor/Contractor	Amount	Contract Number
Funding Source, initially, is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	TBD	PD 18-19.027

22. Recommendation Concerning the Contract Award for Escambia County Fire Rescue PPE Extractor Washers for Escambia County Public Safety-Fire Rescue - John Dosh, Interim Director, Public Safety through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Ten-8 Fire Equipment, Inc., per the terms and conditions of solicitation PD 19-20.014, PPE Extractor Washers per NFPA-1851 Guidelines for Escambia County Public Safety-Fire Rescue, in the amount of $69,105 (each extractor washer priced at $4,607).

This solicitation was issued to 73 registrants in Vendor Registry representing 48 firms, 20 firms viewed the solicitation and 12 firms downloaded the solicitation. Five bid responses were received.

Vendor/Contractor	Amount	Contract Number
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 56401, Machinery & Equipment	$69,105	PD 19-20.014

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

1. Recommendation to Award Checklist
2. Ten-8 Fire Equipment, Inc. Bid Form

23. Recommendation Concerning the Contract Award for Waste Services Ground Water Monitoring Services - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Geosyntec Consultants, Inc., per the terms and conditions of PD 19-20.010, Waste Services Ground Water Monitoring Services, in the amount of $96,400, for groundwater reporting activities.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230304, Environmental Quality, Object Code 53101, Professional Services	$96,400	PD 19-20.010

24. Recommendation Concerning the Contract Award for Perdido Landfill, Phase 2, Landfill Mining - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of $7,612,711; and

B. Approve the remaining budget of $387,289 for contingency funding for similar and/or related tasks.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2 , Landfill Mining was publicly noticed to 149 firms via Vendor Registry on November 19, 2019. Three firms submitted Technical Responses on January 2, 2020. All three firms were deemed responsive to the technical requirements. Fee Proposals were opened on February 14, 2020.

25. Recommendation Concerning the Funding for Jim C. Bailey Middle School, "Florida Science Olympiad"- Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $2,000 to Jim C. Bailey Middle School for the "Florida Science Olympiad", on March 21, 2020, in Gainesville, Florida, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

26. Recommendation Concerning a Strategic Organizational Assessment of County Procurement Processes - J. Taylor “Chips” Kirschenfeld, Interim Assistant County Administrator

That the Board take the following action concerning a Strategic Organizational Assessment of County Procurement Processes:

A. Approve the County Administrator’s recommendation for Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes;

B. Approve an administrative waiver of the requirement for competitive solicitation and allow approval of professional consulting services upon the recommendation of the Administrator, as per Section 46-96(c) of the Escambia County Code of Ordinances; and

C. Authorize the County Administrator to sign a Contract with Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes, not to exceed $165,000.

[Funding: Fund 001, General Fund; Cost Center 110201, BCC Non-Departmental]

III. For Discussion

1. Recommendation Concerning the Request for Subordination of the State Housing Initiatives Partnership Mortgage at 519 North "H" Street - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board take the following action concerning the Request for Subordination of the State Housing Initiatives Partnership (SHIP) Mortgage at 519 North "H" Street, as requested by Kimson Nobles:

   A. Approve the Request for Subordination of the SHIP Mortgage at 519 North "H" Street, in the amount of $35,000, as requested by Kimson Nobles in order to allow the homeowner to refinance her first mortgage to obtain a lower interest rate;

   B. Authorize the County Attorney's office to prepare a Subordination Agreement or loan modification as necessary to correct the scrivener's error regarding the loan term in the SHIP second mortgage; and

   C. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and related documents required to complete this request, including actions that may be required of the County Attorney's Office.

   [Funding: Not applicable]

2. Recommendation Concerning an Appointment to the Merit System Protection Board - Jana Still, Human Resources Department Director

That the Board take the following action concerning an appointment to the Merit System Protection Board:

A. Waive the requirement for the Sheriff to appoint two individuals;

B. Reappoint Gene Hudson to serve another two-year term, effective March 6, 2020, through March 5, 2022, whose term expired on September 30, 2019; or

C. Appoint Rafael Lopez to serve a two-year term, effective March 6, 2020, through March 5, 2022; or

D. Appoint Curt Carver to serve a two-year term, effective March 6, 2020, through March 5, 2022.

The Merit System Protection Board (MSPB) is presently comprised of three Board members, all of whom were properly sworn with an oath of office. The chairman is Gene Hudson. He is the Board of County Commissioners (BCC) appointment to the Board. His term expired on September 30, 2019, but continues to serve until the BCC names his replacement. He submitted his name for reappointment and can serve one more two-year term should the BCC name him as its appointee.

Fay Harvey serves on the MSPB as the BCC employee's elected member. She is serving her last term allowed.

The third Board member of the MSPB, as elected by the other two board members, is Silvia Switzer.

The Ordinance provided for two additional board members designated to the sheriff and the sheriff's employees; however, these have not been filled.

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

A. Lamplighters Academic and Mentoring Program, Inc., in the amount of $3,000;

B. Epilepsy Florida, in the amount of $1,000;

C. Pensacola Teen Challenge, in the amount of $2,500;

D. FavorHouse of Northwest Florida, Inc., in the amount of $15,000;

E. James B. Washington Educational Sports, Inc., in the amount of $5,000; and

F. Project Empower of NWFL, Inc., in the amount of $5,000.

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

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

4. Recommendation Concerning the Employee Health Clinic Solicitation - Jana Still, Human Resources Department Director

That the Board be made aware of the status of the Employee Health Clinic Solicitation.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Written Notice of Claim under the Bert J. Harris, Jr. Private Property Rights Protection Act Concerning Lots 14, 15, 21 and 22 of Santa Rosa Villas 1st Addition, Pensacola Beach, Florida.

   That the Board take the following action:

   Submit a written settlement offer to the Nowells through their attorney that there will be no changes to the action taken by Santa Rosa Island Authority in not authorizing a dwelling unit to be constructed on each of lots 21 and 22.

2. Recommendation Concerning the Amendment to EPHRC Interlocal Agreement Between the Escambia County Board of County Commissioners and the City of Pensacola.

   That the Board take the following action regarding the Amendment to Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission:

   A. Approve the Amendment to Interlocal Agreement with the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission; and

   B. Authorize the Chairman to execute the Amendment to Interlocal Agreement.

II. For Discussion

1. Recommendation Concerning Enforcement of Order Granting Petition for Certiorari brought by Petitioners Teramore Development, LLC, et al. v. Escambia County, Florida, Case No. 2017 CA 001778.

That the Board take the following action:

A. Accept the settlement proposal made by the Teramore Petitioners as outlined in the amended June 25, 2019 letter and hard copy of emails, make a finding that locational criteria has been met as set forth in Section 3-2.10(e)(5) of County's Land Development Code in that the Teramore Petitioners submitted competent substantial evidence in the form of documented compatibility of unique circumstances that the proposed use will achieve long-term compatibility with existing and potential uses, consider the Teramore Petitioners Administrative Appeal to the BOA as granted, and allow the construction of a Dollar General store so long as the development review process is satisfied;

OR

B. Reject the settlement proposal made by the Teramore Petitioners and allow the order of Judge Burns granting enforcement to stand and take no further action.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17435 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Ronnie Johnson, a Field Supervisor in the Operations Division of the Waste Services Department, on his selection as the "Employee of the Month" for March 2020;

B. Adopt the Proclamation commending and congratulating the University of West Florida Football Team, the Argonauts, for winning their first National Title in the program's fourth year of NCAA Division II competition;

C. Adopt the Proclamation honoring and recognizing Rebuild Northwest Florida for the tremendous affect they have had assisting our residents in preparing their homes against hurricane force winds and storm damage; and

D. Ratify the Proclamation dated February 13, 2020, declaring February 7th through February 14, 2020, as Congenital Heart Defect Awareness Week.

BACKGROUND:

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

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ronnie Johnson EOM March 2020
UWF Argonauts Football Champs
Rebuild Northwest Florida
Congenital Heart Defect Awareness Week

PROCLAMATION

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

***WHEREAS**, Ronnie Johnson, a Field Supervisor, in the Operations Division of the Waste Services Department, is selected for "Employee of the Month" for March 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Johnson began his employment with the County on July 13, 1991, and provides excellent service to the citizens of Escambia County through all of his assigned duties; and*

***WHEREAS**, Mr. Johnson is currently employed as a "working" Field Supervisor in the Landfill Operations Division. He oversees approximately 1.5 million dollars worth of heavy equipment, and up to 10 skilled equipment operators daily to complete site maintenance and waste placement job tasks. He exemplifies an employee who is dedicated, hard-working, and determined to persevere through obstacles to complete the task at hand; and*

***WHEREAS**, multi-tasking is standard procedure as Mr. Johnson balances supervisory duties, while performing technical equipment operating duties. Recently he operated equipment full-time while establishing a volunteer workforce for the installation of a landfill cover system, all-weather access roads, and tipping pads. As a result, cover installation was back on schedule, and customer access to the C-I landfill exceeded expectations; and*

***WHEREAS**, Mr. Johnson has demonstrated proficiency in road building, earthwork construction, waste handling, over-the-road tractor trailer driving, and underground utilities installation. He demonstrates a strong capacity for team building, and while operating heavy equipment, he often coaches and provides guidance and leadership from his tractor's operations compartment to subordinate staff; and*

***WHEREAS**, Mr. Johnson has a natural mechanical aptitude. With that, on numerous occasions, he has sacrificed his personal time off to assist others, free of charge, to repair personal vehicles for transportation, to and from work; thereby relieving them of an undue financial hardship; and*

***WHEREAS**, Mr. Johnson has a diverse background and is considered a highly specialized and experienced heavy equipment operator. Additionally, he has been challenged to increase his administrative skills and abilities associated with utilizing computers and software to generate reports and documentation, which he has successfully accomplished. He has also achieved Florida Department of Environmental Protection's "Trained" Landfill Operator status.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ronnie Johnson on his selection as the "Employee of the Month" for March 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 5, 2020

PROCLAMATION

***WHEREAS**, the Division II National Championship of the National Collegiate Athletic Association (NCAA) was held in McKinney, Texas, December 20, 2019; and*

***WHEREAS**, the University of West Florida Argonauts defeated the Minnesota State University, Mankato Mavericks, to win its first NCAA Division II Football National Championship in the program's fourth year of existence; and*

***WHEREAS**, on Saturday, December 20, 2019, the University of West Florida Football Team, the Argonauts, secured their first National Championship with a 48-40 victory over the Minnesota State University, Mankato Mavericks of Mankato, Minnesota; and*

***WHEREAS**, with 1:51 left on the clock and the score 48-40, the Mavericks drove down the field and into the red zone in less than a minute. A key sack by Andre Duncombe, Jr., followed by a game clinching fourth down incompletion secured the championship and sent the Argo faithful at the game and in homes, restaurants, and many locations across Northwest Florida watching on ESPN, into celebration. The Argonauts were led in the title game by quarterback Austin Reed, who had a record setting day by throwing for 523 yards and six touchdown passes; and*

***WHEREAS**, with this win, the Argonauts, led by Head Coach Pete Shinnick, secured their first National Title in the program's fourth year of NCAA Division II competition with a 13-2 record; and*

***WHEREAS**, with its dedication and commitment to excellence, the Argonauts Football Program has become an NCAA Division II powerhouse in four short years.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates the University of West Florida Football Team, the Argonauts, for winning their first National Title in the program's fourth year of NCAA Division II competition, wishes them good luck in their future endeavors, and thanks them for their commitment and accomplishments to the University and the Northwest Florida area.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: March 5, 2020

P R O C L A M A T I O N

***WHEREAS**, in 2004, in the aftermath of Hurricane Ivan, a core group of individuals begin a grassroots effort called "Rebuild Northwest Florida" to focus on strengthening homes in our community; and*

***WHEREAS**, the original Board of Director's included Garrett Walton, Richard L. Appleyard, Walter J. Ritchie, Jr., Thomas D. Tait, Carolyn P. Appleyard, Jackie Bell, Pete Gandy, Edward Gray, Denise H. Ivey, Sharon Kerrigan, Martin H. Levin, Eric J. Nickelsen, Deborah J. Ritchie, and Harriet Riley; and*

***WHEREAS**, Rebuild Northwest Florida grew into a public-private partnership with the help of more than 4,600 volunteers who contributed more than 250,000 hours of labor, and returned more than 2,000 families to a safe and habitable home after Hurricane Ivan; and*

***WHEREAS**, Rebuild Northwest Florida worked with the Federal Emergency Management Agency (FEMA), to provide residential hurricane mitigation to homeowners in Escambia and Santa Rosa Counties, regardless of their income or home value; and*

***WHEREAS**, on July 13, 2014, Rebuild Northwest Florida finished their 10,000th residential hurricane mitigation project, just prior to the 10th Anniversary of Hurricane Ivan; and*

***WHEREAS**, with their proven track record of success and experience in hazard mitigation, Rebuild Northwest Florida became a model for other communities across the Country; and*

***WHEREAS**, in February 2020, Rebuild Northwest Florida accomplished their mission of completing 14,500 storm-hardened homes by educating homeowners on the importance of fortifying their homes against hurricane force winds and storm damage.*

***NOW, THEREFORE, BE IT PROCLAIMED,** that the Board of County Commissioners of Escambia County, Florida, hereby honors and recognizes Rebuild Northwest Florida for the tremendous affect they have had assisting our residents in preparing their homes against hurricane force winds and storm damage.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: March 5, 2020

PROCLAMATION

***WHEREAS**, a congenital heart defect is a problem with the structure of the heart; and*

***WHEREAS**, congenital heart defects are present at birth, the most common type of birth defect, and can be fatal due to their seriousness, insufficient effective medical intervention options and the limited availability of infant donor hearts; and*

***WHEREAS**, according to the Centers for Disease Control and Prevention, congenital heart defects affect nearly one percent of – or about 40,000 – births per year in the United States; and*

***WHEREAS**, the origins and symptoms of congenital heart defects are becoming more readily identifiable, and the range of surgical options are expanding continuously thanks to doctors' and scientists' diligent research efforts, and field experiences that extend our body of knowledge every day; and*

***WHEREAS**, there is much to learn about the causes of, and effective treatments for congenital heart defects, and it is extremely important for parents, pediatricians and nurses to recognize the warning signs associated with congenital heart defects among newborns, so they can provide the proper treatment as early as possible; and*

***WHEREAS**, about one in four babies born with a heart defect has a critical congenital heart defect; and*

***NOW, THEREFORE, BE IT PROCLAIMED,** that the Board of County Commissioners of Escambia County, Florida, hereby declares February 7th through February 14th, 2020, as*

"CONGENITAL HEART DEFECT AWARENESS WEEK"

and applauds the efforts of doctors and scientists everywhere who work diligently to solve life's mysteries and improve the quality of life for everyone.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Dated: February 13, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17362 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 03/05/2020

Issue: 5:32 p.m. Public Hearing - Vacation of a Portion of Unopened Right-of-Way Known as Juan Road

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for Consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Juan Road, as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of unopened right-of-way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector:

A. Approve or deny the Petition to Vacate a portion of Unopened Right-of-Way known as Juan Road (0.49 acres, more or less), as petitioned by Breland Homes Coastal, LLC, represented by its Agent, Joe Rector;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 1.

BACKGROUND:

The Petitioner recently purchased several parcels of real property, totaling 21 acres, lying between Bronson Road and Bauer Road. This portion of unopened right-of-way, known as Juan Road, lies in the middle of two of those parcels.

The Petitioner has met with the Developmental Review Committee and has submitted plans for a 50-lot residential development on the property, with access from Bronson Road. Vacating Juan Road would make the property one continuous property, allowing the development to move forward.

Staff has no concerns with the Petition to Vacate. The utility companies have no concerns about or objections to the request.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property- Section III, and Florida Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent who will have them recorded in the public records and will have notices published.

Attachments

Hold Harmless Juan Road
Resolution Juan Raod
Notice of Adoption Juan Road

Certification & Mailing List Juan Raod
Aerial Map-Juan Road
Site Plan Juan Road
Notice of Petition Juan Road
Proof of Publication Juan Road

HOLD/HARMLESS AGREEMENT

WHEREAS, Breland Homes Coastal, LLC hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

2. Petitioner(s), hereby covenant(s) and agree(s) that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section

III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Witness

Kyle Brown
Print or type name

Witness

Adam Balch
Print or type name

Breland Homes Coastal, LLC
Corporation or Company Name

Petitioner(s)

Joe Rector
Print or type name(s)

Title: Agent for Petitioner

Date: February 19, 2020

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 19 day of February, 2020 by Joe Rector, as Regional Vice President of Mullins, LLC., a Florida & Alabama (__) corporation or (X) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Notary Public

April L. Tomello
Print or type name

Notary Public State of Florida
April L Tomello
My Commission GG 367290
Expires 08/19/2023

Commission Expires: 08/19/2023
Commission Number: GG 367290

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, Breland Homes, Coastal, LLC. has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), Breland Homes, Coastal, LLC., has caused to be published on February 20, , A.D., 2020, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on March 5, 2020 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on March 5, A.D., 2020, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1500 FEET

The undersigned petitioner(s), does hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated December 10, 2019.

Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 21 day of February, 20 20 by Joe Rector, as Regional Vice President of Mullins, LLC., a Florida & Alabama (__) corporation or (X) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Notary Public State of Florida
April L Tomello
My Commission GG 367290
Expires 08/19/2023

(Notary Seal must be affixed)

April L Tomello
Notary Public

April L. Tomello
Print or type name

Commission Expires: 8/19/2023
Commission Number: GG 367290

MARKS JAMES J JR & C/O JAMES MARKS JR
120 E MAIN ST STE A
PENSACOLA, FL 32502

KSS RESIDENTIAL HOLDINGS LLC
PO BOX 422
GULF BREEZE, FL 32562

WARNER BOBBY L
34016 WIDELL AVE
LILLIAN, AL 36549

JUNIOR FOOD STORES OF WEST FLORIDA INC C/O THE KROGER CO
1014 VINE ST PROPERTY TAX - 7TH FLOOR+CINCINNATI, OH 45202

KITTELL AND KIRKMAN LIVING TRUST
12230 HALCYON DR
PENSACOLA, FL 32506

TADI INVESTMENTS INC
7050 CAMINITO LA BENERA
LA JOLLA, CA 92037

WHITE DAWN H
830 HALCYON CIR
PENSACOLA, FL 32506

HAWKINS NORMA M &
931 JOAQUIN RD
PENSACOLA, FL 32506

MCLEOD JOYCE B TRUSTEE FOR
1973 BUSHY HALL RD
TALLAHASSEE, FL 32309

WEST FLORIDA DEVELOPERS INC
120 E MAIN ST STE A
PENSACOLA, FL 32502

TIGHE MATTHEW A & JENNIFER M
12099 LILLIAN HW
PENSACOLA, FL 32506

UNIVERSITY PARKWAY DEVELOPERS
120 E MAIN ST STE A
PENSACOLA, FL 32502

GREER REALTY LLC
2850 W MAIN ST
PRITCHARD, AL 36612

WAFFLE HOUSE INC
5986 FINANCIAL DRIVE
NORCROSS, GA 30071

BENDER FAMILY INVESTMENTS LLC THE
2625 PONCE DE LEON BLVD STE 245
CORAL GABLES, FL 33134

TAVERNITI JOSEPH
1110 BAUER RD
PENSACOLA, FL 32506

PROFESSIONAL LEASING
520 N CHIPPER RD
CANTONMENT, FL 32533

FRANZEN DOUGLAS J
2016 BAUER RD
PENSACOLA, FL 32506

BEUMER THEODORE H & ALICE H
12410 GULF BEACH HWY
PENSACOLA, FL 32507

ADAMS WILLIAM L
1400 BAUER RD
PENSACOLA, FL 32506

SEAR SHANNON P
44 KROG ST NE UNIT 504
ATLANTA, GA 30307

BURRISS GREGORY
12394 AILANTHUS DR
PENSACOLA, FL 32506

GUERIN COURTLAND V III & ELLEN L
12392 AILANTHUS DR
PENSACOLA, FL 32506

ADAMS WILLIAM
12390 AILANTHUS DR
PENSACOLA, FL 32506

TROSTLE DAVID L II
12398 AILANTHUS DR
PENSACOLA, FL 32506

TURNER RONALD E & DENCIE
12384 AILANTHUS DR
PENSACOLA, FL 32506

MORRIS APRIL MERCEDES
12222 WOODSIDE AVE ST D
LAKESIDE, CA 92040

FURCHES MARK GRAHAM
6649 KLONDIKE RD
PENSACOLA, FL 32562

AINSLEY JAMES E
12376 AILANTHUS DR
PENSACOLA, FL 32506

JOHNSON HAROLD C
2612 S DECATUR ST
DENVER, CO 80219

STRECKEL KEISHA L
12370 AILANTHUS DR
PENSACOLA, FL 32506

BOMMARITO JOSEPH H TRUSTEE FOR
PO BOX 3643
PENSACOLA, FL 32516

WEDDEKE SUSAN LEA
12372 AILANTHUS DR
PENSACOLA, FL 32506

FORSHEE RODNEY
12364 AILANTHUS DR
PENSACOLA, FL 32506

VEASLEY MELINDA R
5841 MOSS LN
PENSACOLA, FL 32505

WILSON GLENN B
12358 AILANTHUS DR
PENSACOLA, FL 32506

HUNT MARGO L
12352 AILANTHUS DR
PENSACOLA, FL 32506

ARBONEAUX CYNTHIA
12354 ALLANTHUS DR
PENSACOLA, FL 32506

HAVERLAND BEATRICE G LIFE EST
12340 AILANTHUS DR
PENSACOLA, FL 32506

VALMUS C STYKE & MARGIE R
12346 AILANTHUS DR
PENSACOLA, FL 32506

LILYQUIST CLINTON R II
2600 46TH ST NE
LONGVILLE, MN 56655

BUROKER ROBERT
130 PRICE LN NE
LONGVILLE, MN 56655

DUNLOP KELLIE DENISE
12312 AILANTHUS CIRCLE
PENSACOLA, FL 32506

BAILEY KEVIN A II
PO BOX 37084
PENSACOLA, FL 32526

HARRELL BOBBY W
12306 AILANTHUS CIR
PENSACOLA, FL 32506

STEWART LESLIE A
12300 AILANTHUS CIR
PENSACOLA, FL 32506

MANNING STEVEN
12286 AILANTHUS CIR
PENSACOLA, FL 32526

MASON PAUL M JR & MISAKO K
12260 AILANTHUS CT
PENSACOLA, FL 32506

MCWILLIAMS CORREEN
12270 AILANTHUS CIR
PENSACOLA, FL 32506

BIKINI BOTTOM INVESTMENTS LLC
12938 CAMP CHERRY AUSTIN RD
BROOKWOOD, AL 35444

MCKINNEY JOHN P & JANET M
12268 AILANTHUS CT
PENSACOLA, FL 32507

BANKS BISHOP T
7840 AARON DR
PENSACOLA, FL 32534

VALADAO LORETTA L
12291 AILANTHUS DR
PENSACOLA, FL 32506

SPENCER ROBERT W JR
12292 AILANTHUS DR
PENSACOLA, FL 32506

BARGE CHRISTOPHER E & JANICE M
12261 AILANTHUS CT
PENSACOLA, FL 32506

WILSON ROBERT L
5501 ADMIRAL DOYLE RD
PENSACOLA, FL 32506

BURLESON CHRISTY
12339 AILANTHUS DR
PENSACOLA, FL 32506

BURLESON MARION ALANE
12341 AILANTHUS DR
PENSACOLA, FL 32506

WALBEK WILLIAM V JR
12323 AILANTHUS DR
PENSACOLA, FL 32506

KILPATRICK PATRICIA
10112 BRISTOL PARK RD
CANTONMENT, FL 32533

HIBBARD JOY D
12326 AILANTHUS DR
PENSACOLA, FL 32506

WILDWOOD LAKES HOMEOWNERS
ASSOC INC
PO BOX 7117
PENSACOLA, FL 32534

FLORIDA STATE OF THE CAPITOL
TALLAHASSEE, FL 32304

UNITED STATES GOVERNMENT DEPT
OF NAVY-PENTAGON
WASHINGTON, DC 20301

MYERS BETTY J
12395 AILANTHUS DR
PENSACOLA, FL 32506

HAWKINS RICHARD & MICHELE D
950 JOAQUIN RD
PENSACOLA, FL 32506

SULLIVAN BERNARD J EST
920 E HERNANDEZ ST
PENSACOLA, FL 32503

JENKS THOMAS W
12400 LILLIAN HWY
PENSACOLA, FL 32506

WILLIAMS HARRIS B
12450 LILLIAN HWY
PENSACOLA, FL 32506

FAYARD JOHN D & BETTY C TRUSTEES
3615 MARJEAN DR
PENSACOLA, FL 32504

MCLAUGHLIN WILLIAM R
8839 MEADOWBROOK DR
PENSACOLA, FL 32514

LENN DONALD S & BARBARA L
1753 BEACHSIDE DR
PENSACOLA, FL 32506

GECI WADE N
12500 LILLIAN HWY
PENSACOLA, FL 32506

SERAFIN JANET BARGERON
674 WOODLAND BAYOU DR
SANTA ROSA BEACH, FL 32459

CATCHOT BETTY JEAN
12520 LILLIAN HWY
PENSACOLA, FL 32506

DEGRUCCIO JAMES G & TANYA J
12530 LILLIAN HWY
PENSACOLA, FL 32506

COOK MARY MARGARET
1661 W GARDEN ST
PENSACOLA, FL 32501

MCCREARY ANDREW J JR TRUSTEE FOR
1010 FAIRNIE AVE
PENSACOLA, FL 32503

KELLY JAMES R
12560 LILLIAN HWY
PENSACOLA, FL 32506

DUMAS MACK L
12570 LILLIAN HWY
PENSACOLA, FL 32506

PENSACOLA CHRISTIAN COLLEGE INC
PO BOX 18000
PENSACOLA, FL 32523

BAILEY RONALD D TRUSTEE FOR
PO BOX 3261
PENSACOLA, FL 32516

REYNOLDS SALLY LYNN
12511 LILLIAN HWY
PENSACOLA, FL 32506

KIRCHHARR CAROLYN
1051 JUAN RD
PENSACOLA, FL 32506

CATTELL SHAUN D & ROBIN M
1071 JUAN RD
PENSACOLA, FL 32506

BOUSQUET RICHARD E & CAROLE S
1100 BRONSON RD
PENSACOLA, FL 32506

THOMAS ROBERT P
1110 BRONSON RD
PENSACOLA, FL 32506

SMITH MONTINA MARIE
6907 KELVIN TER
PENSACOLA, FL 32503

MOODY THOMAS E & DORIS E
1170 BRONSON RD
PENSACOLA, FL 32506

CHARSAM INC TRUSTEE OF
17011 BARN RIDGE DR
SILVER SPRING, MD 20906

GULF POWER CO
PROPERTY TAX - PSX/JB
700 UNIVERSE BLVD
JUNO BEACH, FL 33408

PARRIOTT JAMES D
1030 JUAN RD
PENSACOLA, FL 32506

FRETZ ROBERT C SR
1051 JOAQUIN RD
PENSACOLA, FL 32506

CARR EMILY & MCLANE WILLIAM
1031 JUAN RD
PENSACOLA, FL 32506

CUNNINGHAM JAMES L
1061 JOAQUIN RD
PENSACOLA, FL 32506

SASSER JOHN
520 RIOLA PLACE
PENSACOLA, FL 32506

LONG RONALD W
1071 JOAQUIN RD
PENSACOLA, FL 32506

SPINNER JOSHUA M
1091 JOAQUIN RD
PENSACOLA, FL 32506

HELMS JAMES K
1093 JOAQUIN RD
PENSACOLA, FL 32506

BLIZZARD SHEILAH A
6222 WATERMARK DR APT 102
RIVERVIEW, FL 33578

MERRITT WILLIAM H JR
2525 WRENCREST CIR
VALRICO, FL 33596

MERRITT RAYMOND P
910 CLOVER PL
WARMINSTER, PA 18974

RANDALL BUILDERS GROUP LLC
900 PARADISE BEACH CIR
PENSACOLA, FL 32506

DROESE SCOTT C
1171 JOAQUIN RD
PENSACOLA, FL 32506

PARRIS EDWARD W JR & KIM R
1001 BAUER RD
PENSACOLA, FL 32506

TRAN PETER V
414 WINDWARD PASSAGE ST
SLIDELL, LA 70458

SEPULVEDA LUIS E & ARLYN R
1012 JOAQUIN RD
PENSACOLA, FL 32506

POZZANI JERALD T
1020 JOAQUIN RD
PENSACOLA, FL 32506

LYNCH ADRIAN K
116 CYPRESS MANOR CT
JACKSONVILLE, NC 28540

DAVIS MICHAEL A & KRISTY D
1050 JOAQUIN RD
PENSACOLA, FL 32506

GARNER ROBERT J
1056 JOAQUIN RD
PENSACOLA, FL 32506

JOHNSON MICHAEL A
1062 JOAQUIN RD
PENSACOLA, FL 32506

FERNANDEZ RICARO
1068 JOAQUIN RD
PENSACOLA, FL 32506

LOCKHART CLARENCE F & LUCILLE A
1072 JOAQUIN RD
PENSACOLA, FL 32506

TARDY ANDREANNA R OLIVER
1080 JOAQUIN RD
PENSACOLA, FL 32506

SIMIEN SHAINA W &
12329 SPRINGWATER PT
SAN DIEGO, CA 92128

HOSTLER JOSH
1096 JOAQUIN RD
PENSACOLA, FL 32506

HUMMEL JUSTIN C
2738 400TH ST
ATLANTIC, IA 50022

SAILORS TERRI L
12548 REUNION PL
PENSACOLA, FL 32506

MILSTONE BRADD D
12544 REUNION PL
PENSACOLA, FL 32506

WHITESIDES DANIEL J
12532 REUNION PL
PENSACOLA, FL 32506

PURDY PAUL A
12500 REUNION PL
PENSACOLA, FL 32506

MOLINO TONY B
12549 REUNION PL
PENSACOLA, FL 32506

STICKLE DONALD
12545 REUNION PL
PENSACOLA, FL 32506

ARRIAGA ROBERT R
12541 REUNION PL
PENSACOLA, FL 32506

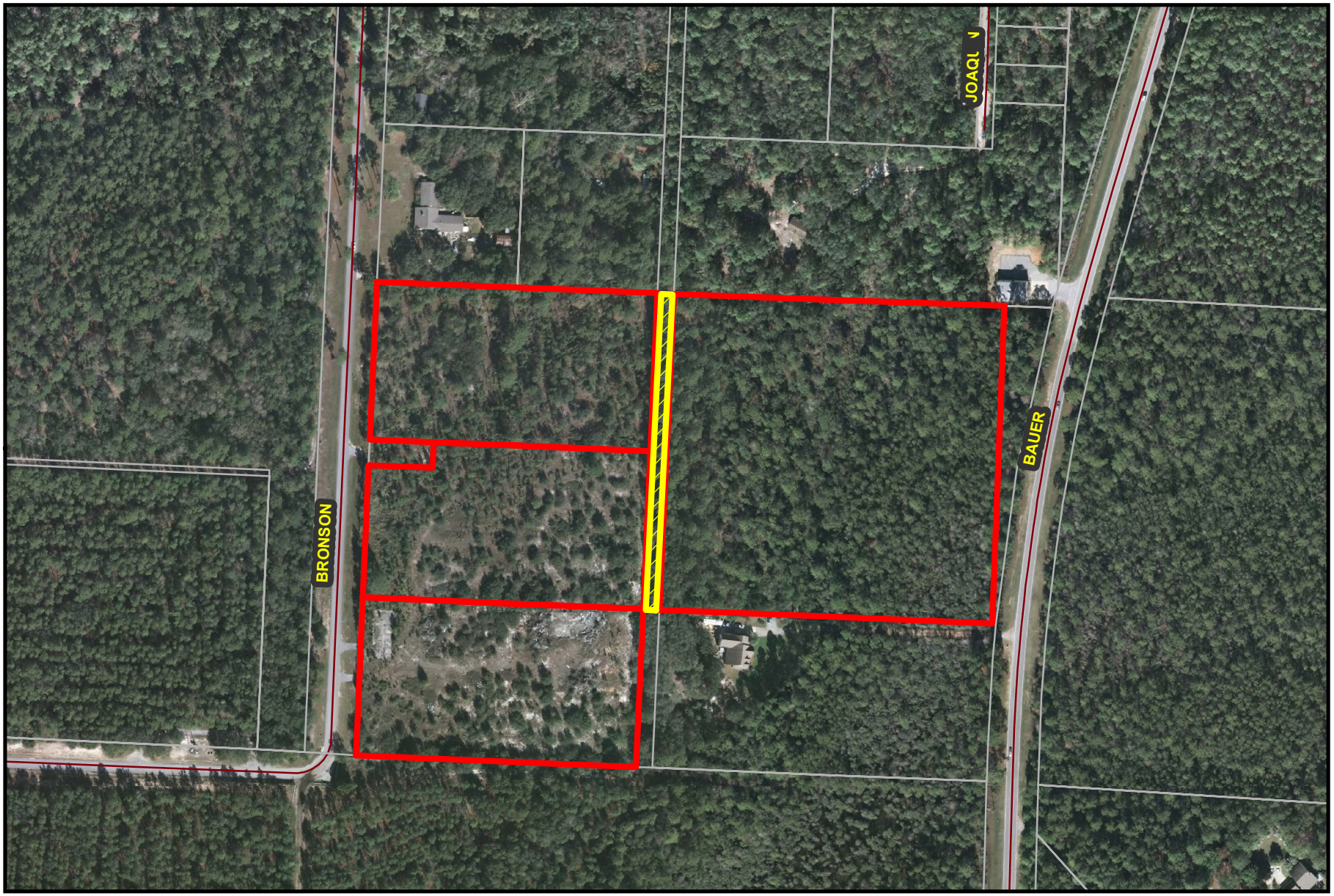
PATRICK CHI MICHAEL
12537 REUNION PL
PENSACOLA, FL 32506

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY ENGINEERING DEPT. REAL ESTATE ACQUISITION
3363 WEST PARK PL.
PENSACOLA, FL. 32505

REQUEST TO VACATE: AN UNOPENED RIGHT-OF-WAY KNOWN AS JUAN ROAD

Petitioner: Breland Homes Coastal, LLC



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 12/11/19 DISTRICT 1

N

2016
Aerial Photo

Petitioner's Property

Requested Vacation Area

SITE DATA TABLE

69 - 50' LOTS

High Density Residential district (HDR)

Density. A maximum density of 18 dwelling units per acre.

Floor area ratio. A maximum floor area ratio of 2.0 for all uses.

Structure height. A maximum structure height of 120 feet above highest adjacent grade.

Lot area. No minimum lot area unless prescribed by use.

Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

Two-family. Eighty feet at the street right-of-way for two-family dwellings.

Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, and townhouse groups. No minimum lot width required by zoning for other uses.

Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

Structure setbacks. For all principal structures, minimum setbacks are:

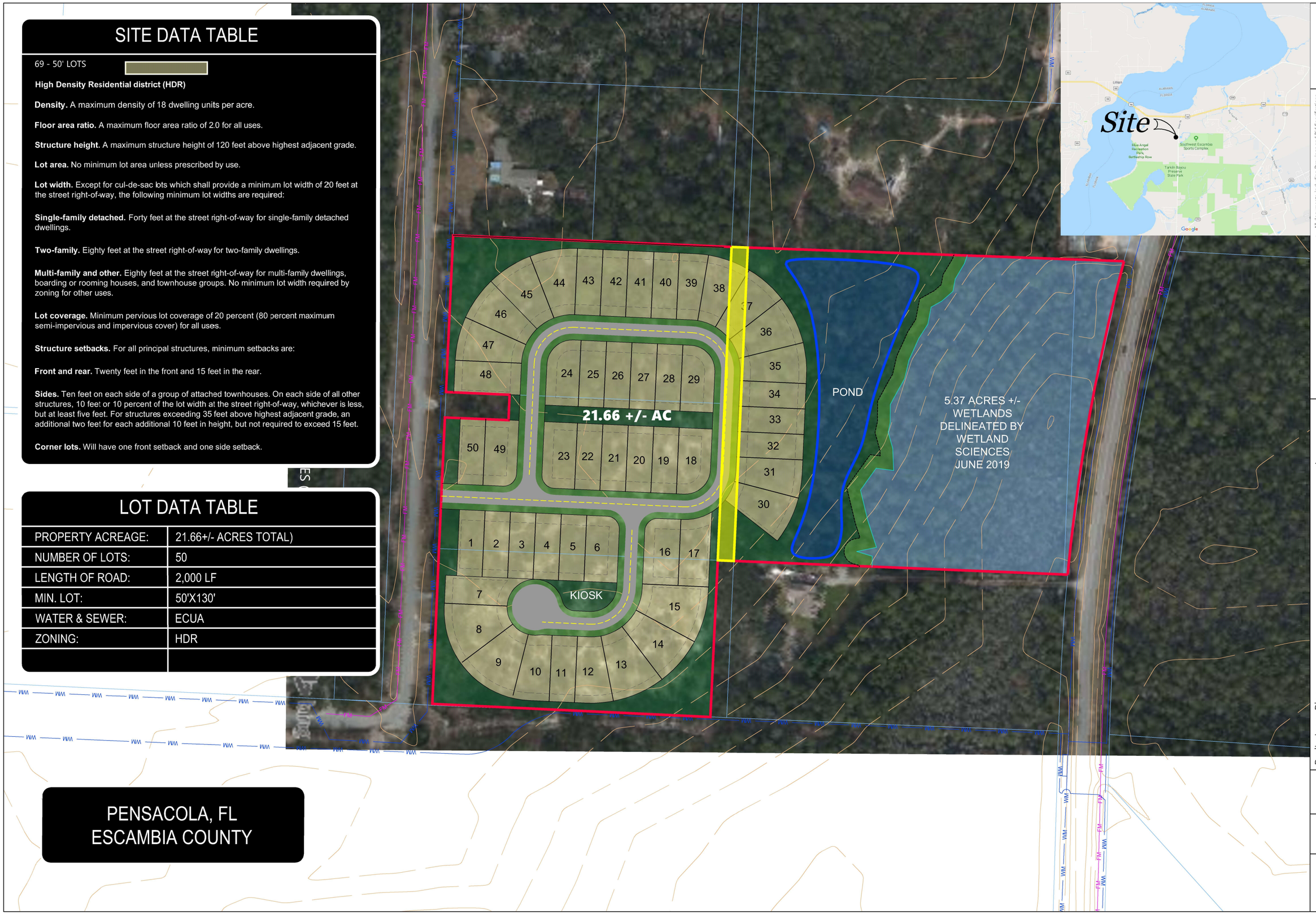
Front and rear. Twenty feet in the front and 15 feet in the rear.

Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

Corner lots. Will have one front setback and one side setback.

LOT DATA TABLE

PROPERTY ACREAGE:	21.66+/- ACRES TOTAL)
NUMBER OF LOTS:	50
LENGTH OF ROAD:	2,000 LF
MIN. LOT:	50'X130'
WATER & SEWER:	ECUA
ZONING:	HDR



PENSACOLA, FL
ESCAMBIA COUNTY

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.

MULLINS, LLC
9949A Bellaton Avenue.
Daphne, AL 36526
(850) 378-8141

Preliminary Plan
Bronson Road
Escambia County, FL
PREPARED FOR: Breland Homes Coastal, LLC

0 50 100
1 INCH = 100 FEET

Job No. 19-010P
Date: 6/13/2019
Drawn By: JAR
Approved By:

SHEET NUMBER
1

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a An unopened Right-of-Way known as Juan Road. in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Breland Homes Coastal, LLC. presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

2. That the Petitioner(s), Breland Homes Coastal, LLC. desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 2 Township 2 South Range 32 West and recorded in Plat Book 1, Page 3 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Breland Homes Coastal, LLC.
Corporation of Company Name

Todd McCrory
Petitioner(s) Name

41 N Jefferson St. Ste. 108
Street Address

Pensacola FL
City State

(850)777-6260
Phone Number

Joe Rector
Agent's Name

(850)502-7160
Agent's Phone Number

12/10/2019
Date:

SUN PRESS
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of HEARING TO VACATE 03-05-2020 - PORTION OF PERDIDO HEIGHTS in the _____ Court was published in said newspaper in the issues of FEBRUARY 20, 2020

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

PUBLISHER

Sworn to and subscribed before me this 20TH day of FEBRUARY A.D., 2020

PAULA D. TURNER
NOTARY PUBLIC

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

TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on March 5, A.D., 2020, at 5:32 p.m., in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

BEGINNING AT THE NW CORNER OF LOT 15, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3 SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 15, ALSO BEING THE NW CORNER OF LOT 16, BLOCK D, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 16 AND THE RIGHT OF WAY OF JUAN ROAD SOUTH 02 DEGREES 38 MINUTES 42 SECONDS WEST 307.87 FEET TO THE SW CORNER OF SAID LOT 16; THENCE PROCEED NORTH 87 DEGREES 37 MINUTES 27 SECONDS WEST 31.89 FEET TO THE SE CORNER OF LOT 17, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 17, ALSO BEING THE SE CORNER OF LOT 15, BLOCK C, A RESUBDIVISION OF SUBDIVISION NUMBER ONE TO PERDIDO HEIGHTS AS RECORDED IN PLAT BOOK 1 PAGE 3; THENCE ALONG THE EASTERLY LINE OF LOT 15 AND THE RIGHT OF WAY OF JUAN ROAD NORTH 02 DEGREES 38 MINUTES 38 SECONDS EAST 307.94 FEET TO THE NE CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 87 DEGREES 21 MINUTES 33 SECONDS EAST 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shamara Jernigan at 595-4900 at least 72 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.

oaw-1w-02-20-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17398 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: 5:33 p.m. Public Hearing to Consider the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing to Consider the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion:

A. Approve or deny the Vacation of a Portion of the First Addition of Wesleyan Terrace Subdivision Plat on the Board's Own Motion;

B. Adopt the Resolution to Vacate; and

C. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

BACKGROUND:

In 2015, the National Fish and Wildlife (NFWF) awarded Escambia County over $11 million in RESTORE funding for the construction of five projects within the Bayou Chico watershed to improve water quality and enhance wildlife habitat. Projects are located in all three of the main freshwater tributaries to Bayou Chico, including a floodplain restoration/expansion project along Jackson Creek.

Meeting in regular session on July 23, 2015, the Board authorized staff to begin the process of obtaining necessary easements, parcels, and permits to complete the NFWF-funded restoration projects. In support of the floodplain project, Escambia County has, to date, acquired a total of 16 vacant parcels along Jackson Creek. Jackson Creek floodplain expansion will be accomplished, in part, by the removal of existing cul-de-sacs at the south ends of Citrus Street, Beth Circle, and Danbury Circle. The floodplain project, currently managed by the Natural Resources Management Department, will also allow for improvements to traffic flow and public safety within Wesleyan Terrace First Addition by connecting all three of the existing roadways together through an extension of Citrus Street.

There are no staff concerns about the vacation of this property. AT&T wishes to retain an easement for cables that are located in the vacation area. Pensacola Energy has existing gas mains at the end of each cul-de-sac and they feel it would be easier to reserve the easement now and work with the project to relocate or abandon the mains for the new right-of-way construction.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property- Section III, and Florida Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and it will be the responsibility of county staff to have them recorded in the public records and to have notices published.

Attachments

Resolution & Exhibit A & C
Notice of Adoption
Certification & Mailing List
Aerial Map_Jackson Creek
Sketch of Proposed Roadway-Jackson Creek
Proof of Publication_Jackson Creek

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING AND ANNULLING A SUBDIVISION PLAT OR A PORTION THEREOF AND RETURNING THE PROPERTY TO ACREAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the **Escambia County Board of County Commissioners, on its own motion**, has considered the vacation of a subdivision plat or a portion thereof and return of the property to acreage; and

WHEREAS, the County owns the fee simple title to the whole or that portion of the plat sought to be vacated, as described in Exhibits **A and C**; and

WHEREAS, the approval of the vacation of the whole or that portion of the plat by the Board of County Commissioners of Escambia County, Florida, will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, in accordance with Section 177.101, Florida Statutes, the County has caused notice of its intention to vacate the plat to be published as a legal notice in a newspaper of general circulation in Escambia County; and

WHEREAS, that all state and county taxes assessed against the whole or that portion of the plat sought to be vacated have been paid; and

WHEREAS, the County has complied with all of the requirements of Chapter 177, Florida Statutes, regarding vacation and annulment of plats subdividing lands:

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

1. The foregoing recitals are true and correct and incorporated in the findings of the Board.

2. The vacation is approved and the whole or that portion of the plat described in Exhibits **A and C** is hereby vacated and annulled, and the property is returned to acreage, subject to any existing utility lines.

3. The vacation shall not become effective until a certified copy of this resolution has been filed in the offices of the Circuit Court Clerk, duly recorded in the public records of Escambia County, Florida, and the County publishes notice of its adoption one time within 30 days hereafter in a newspaper of general circulation in Escambia County, Florida.

ADOPTED this _____ day of _____, 2020.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

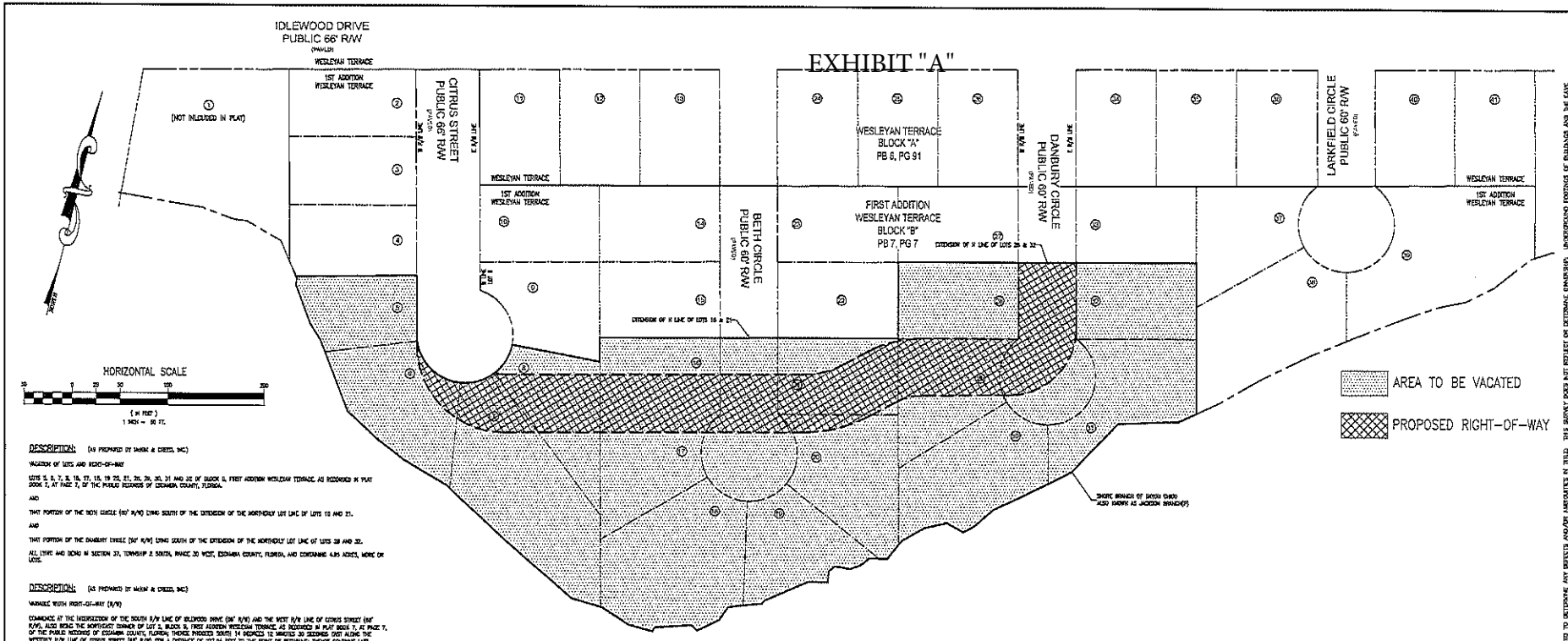
_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Feb. 13, 2020

EXHIBIT "A"



DESCRIPTION: (AS PREPARED BY MARK A. CREED, PLS)

VACATION OF LOTS AND RIGHT-OF-WAY

LOTS 5, 6, 7, 8, 16, 17, 18, 19 20, 27, 28, 29, 30, 31 AND 32 OF BLOCK B, FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

THAT PORTION OF THE 80FT CIRCLE (60' R/W) LYING SOUTH OF THE EXTENSION OF THE NORTHERLY LOT LINE OF LOTS 18 AND 21.

AND

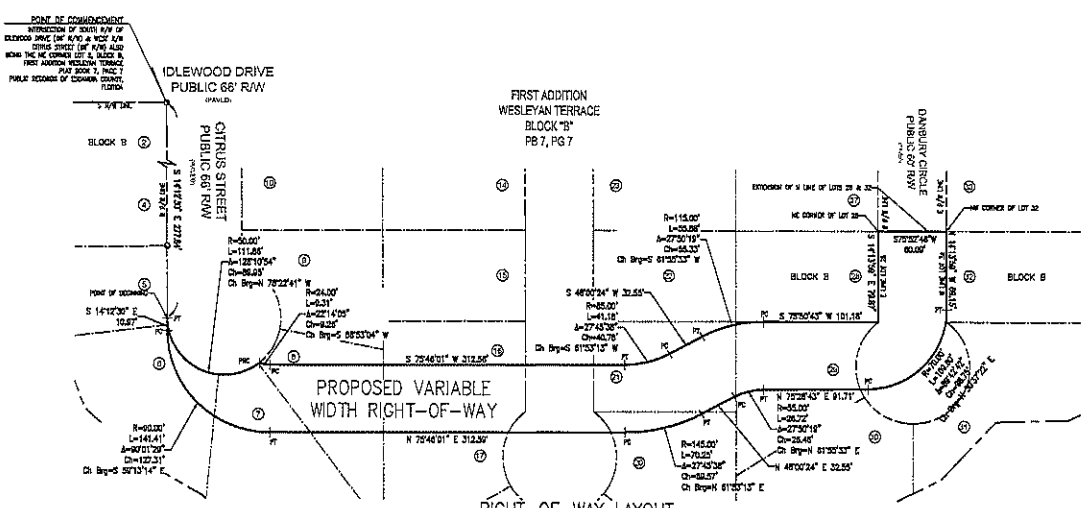
THAT PORTION OF THE DANBURY CIRCLE (60' R/W) LYING SOUTH OF THE EXTENSION OF THE NORTHERLY LOT LINE OF LOTS 28 AND 32.

ALL LYING AND BEING IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 4.85 ACRES, MORE OR LESS.

DESCRIPTION: (AS PREPARED BY MCKIM & CREED, INC)

VARIABLE WIDTH RIGHT-OF-WAY (R/W)

COMMENCE AT THE INTERSECTION OF THE SOUTH R/W LINE OF IDLEWOOD DRIVE (66' R/W) AND THE WEST R/W LINE OF CITRUS STREET (66' R/W), ALSO BEING THE NORTHEAST CORNER OF LOT 2, BLOCK B, FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 14 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE WESTERLY R/W LINE OF CITRUS STREET (66' R/W) FOR A DISTANCE OF 277.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED SOUTH 14 DEGREES 12 MINUTES 30 SECONDS EAST ALONG SAID R/W LINE FOR A DISTANCE OF 19.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 141.41 FEET (DELTA= 90 DEGREES 01 MINUTES 28 SECONDS, CHORD= 127.31 FEET, CHORD BEARING= SOUTH 59 DEGREES 13 MINUTES 14 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 73 DEGREES 43 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 313.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 145.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.29 FEET (DELTA= 27 DEGREES 45 MINUTES 36 SECONDS, CHORD= 69.62 FEET, CHORD BEARING= NORTH 61 DEGREES 50 MINUTES 13 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 48 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 32.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.72 FEET (DELTA= 27 DEGREES 50 MINUTES 19 SECONDS, CHORD= 29.44 FEET, CHORD BEARING= NORTH 61 DEGREES 55 MINUTES 33 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 75 DEGREES 50 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 91.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 106.86 FEET (DELTA= 88 DEGREES 42 MINUTES 42 SECONDS, CHORD= 96.70 FEET, CHORD BEARING= NORTH 30 DEGREES 32 MINUTES 22 SECONDS EAST) TO THE POINT OF TANGENCY AND THE WEST END OF LOT 32 OF AFORESAID BLOCK B; THENCE PROCEED NORTH 14 DEGREES 13 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 32 FOR A DISTANCE OF 94.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 75 DEGREES 50 MINUTES 46 SECONDS WEST ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 32 AND LOT 28 OF AFORESAID BLOCK B FOR A DISTANCE OF 91.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID EXTENSION LINE PROCEED SOUTH 14 DEGREES 13 MINUTES 58 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 28 FOR A DISTANCE OF 70.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 73 DEGREES 00 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 101.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 115.00 FEET; THENCE, DEPARTING SAID SOUTH LINE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.68 FEET (DELTA= 27 DEGREES 50 MINUTES 19 SECONDS, CHORD= 30.53 FEET, CHORD BEARING= SOUTH 61 DEGREES 55 MINUTES 33 SECONDS WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 48 DEGREES 00 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 32.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 65.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.16 FEET (DELTA= 37 DEGREES 43 MINUTES 58 SECONDS, CHORD= 42.78 FEET, CHORD BEARING= SOUTH 61 DEGREES 53 MINUTES 13 SECONDS WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 73 DEGREES 46 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 312.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 7.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 8.81 FEET (DELTA= 72 DEGREES 14 MINUTES 00 SECONDS, CHORD= 8.23 FEET, CHORD BEARING= NORTH 73 DEGREES 23 MINUTES 29 SECONDS WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTHWESTERLY ALONG THE SOUTHERLY R/W LINE OF CITRUS STREET (80' R/W) OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 111.86 FEET (DELTA= 127 DEGREES 02 MINUTES 54 SECONDS, CHORD= 89.93 FEET, CHORD BEARING= NORTH 72 DEGREES 22 MINUTES 01 SECONDS WEST) TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 1.00 ACRES, MORE OR LESS.



RIGHT-OF-WAY LAYOUT
1" = 50'

GENERAL NOTES:

1. NORTH AND THE HORIZONTAL COMPONENTS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, AND 83 (2007). THE CONTROL MONUMENTS USED WERE ESC 4100 AND ESC 4104. DATA FOR THESE CONTROL MONUMENTS CAN BE FOUND ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND WORKS.
2. REFERENCES USED: A COPY OF THE PLAT OF CHURCH DIMENSION, AS RECORDED IN PLAT BOOK 3, AT PAGE 3, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF THE PLAT OF WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 6, AT PAGE 91, OF SAID PUBLIC RECORDS; A COPY OF THE PLAT OF THE FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF SAID PUBLIC RECORDS; A PREVIOUS SURVEY OF OLD STREET FIELD ROAD BY THIS FIRM, PROJECT NO. 1800382000, DATED 10/31/2018; A PREVIOUS SURVEY PREPARED BY THIS FIRM, PROJECT NO. 1700382, DATED OF RECORD AND EXISTING FIELD MONUMENTATION.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET. THE ACCURACY OF MEASUREMENTS MEETS SURVEYOR (±0'0.00').
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR MARK A. CREED, INC. IS LB7417.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
7. THIS IS NOT A BOUNDARY SURVEY.

LEGEND:

⊙	LOT NUMBER
CH BRG	CHORD BEARING
CH	CHORD LENGTH
Δ	DELTA ANGLE
L	ARC LENGTH
PT	PLAT INFORMATION
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY

SURVEYOR'S CERTIFICATE:
I HEREBY MAKE THE SURVEY SHOWN HEREON, TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH BY THE FLORIDA BOARD OF ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GUY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4206

DATE

Work only with released sets

Revisions	
Date	Description
1/22/20	COMMENTS

Designed By: --
Drawn By: JDC
Checked By: SGR
Job No.: --
Date: 12/19/2019
Scale: 1" = 50'
FIELD DATE: --
CREW: --
FB: --
PG: --

STEPHEN G. RUTAN
License Number
4206
STATE OF FLORIDA
Professional Surveyor and Mapper

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Stephen G Rutan

Stephen G Rutan
09:01:44 -05'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

McKIM & CREED, INC.
1206 N. PALAFOX STREET
PENSACOLA, FLORIDA 32501
SURVEYOR BUSINESS LICENCE LB7417
STEPHEN G. RUTAN, P.S.M. NO. 4206

THE ABOVE NAMED SIGNATION AND MAPPER SHALL BE RESPONSIBLE FOR THIS SHEET IN ACCORDANCE WITH RULE 5J-17.052, F.A.C.

NOTE UNLESS STATED OTHERWISE, ANY TITLE SEARCH HAS BEEN FURNISHED TO THE UNDERSIGNED TO DETERMINE ANY EASEMENTS AND/OR ABSTRACTS IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS OF BUILDINGS HAVE NOT BEEN LOCATED UNLESS SHOWN HEREON. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS HAVE NOT BEEN LOCATED UNLESS SHOWN HEREON.

McKIM & CREED
1206 N. Palafox St.
Pensacola, FL 32501
Phone: (850) 914-5023
FL Service Authorization #
www.mckimcreed.com

LOT VACATION & RIGHT-OF-WAY
DESCRIPTION & SKETCH
FIRST ADDITION
WESLEYAN TRACE

SECTION: 37 TOWNSHIP: 2S RANGE: 30W
ESCAMBIA COUNTY, FLORIDA

Exhibit "C"

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference Printer Friendly Version

General Information

Reference:	372S303400005002
Account:	074108685
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	100 BLK CITRUS ST 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
11/1982	2095	886	$22,000	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 5 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Extra Features
None

Parcel Information

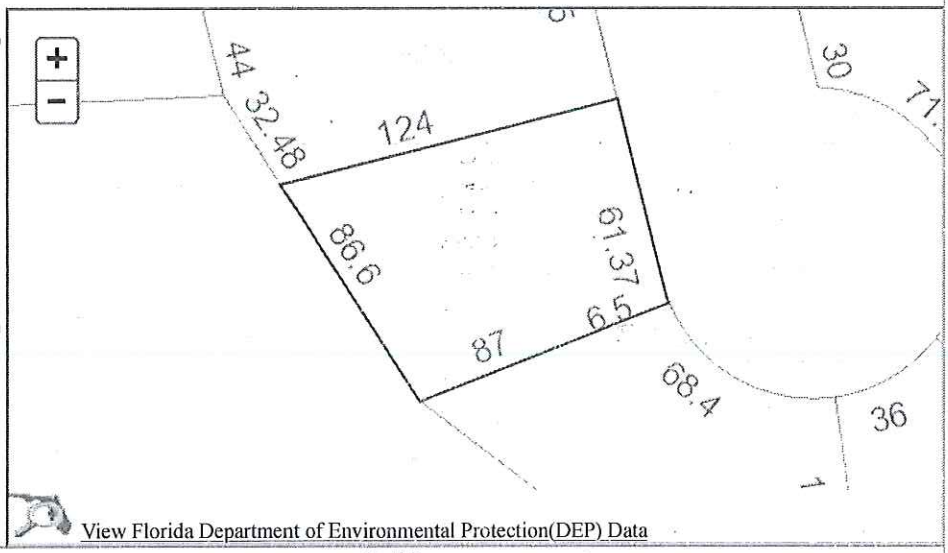
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.1706

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/3/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14531)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 100 BLK CITRUS ST

Print this page

Real Estate Account #07-4108-685 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

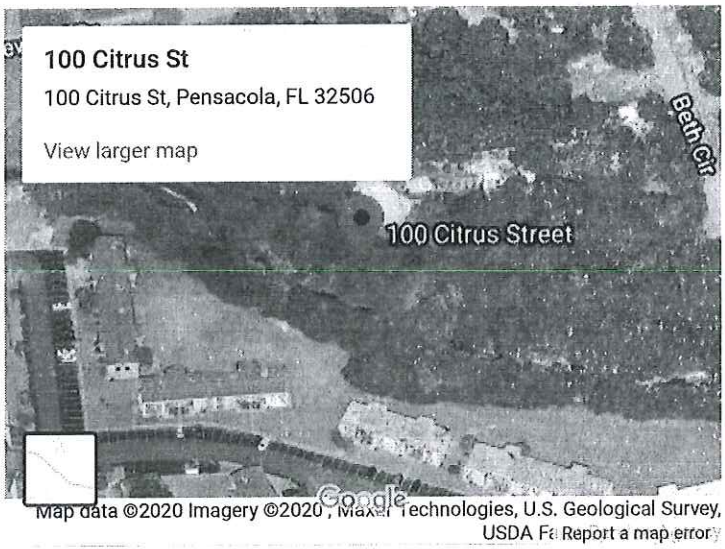
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 100 BLK CITRUS ST

Account number: 07-4108-685
Alternate Key: 1588863150
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 5 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Location

Geo number: 372S303400005002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 005
Use code: 0000
Total acres: 0.170

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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400006002
Account:	074108690
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	100 BLK CITRUS ST 32506
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Parcel Information

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Section Map Id:
CA177

Approx. Acreage:
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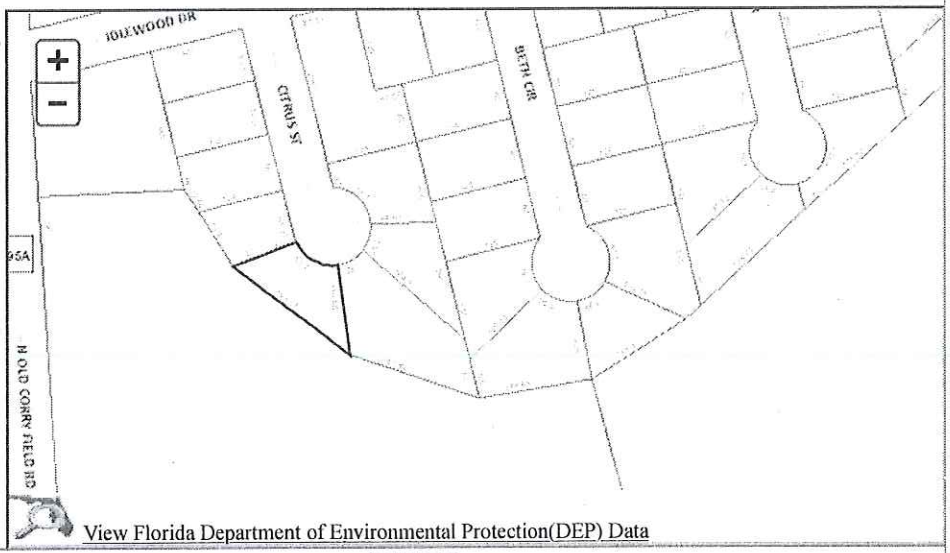
Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14532)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 100 BLK CITRUS ST

Print this page

Real Estate Account #07-4108-690 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

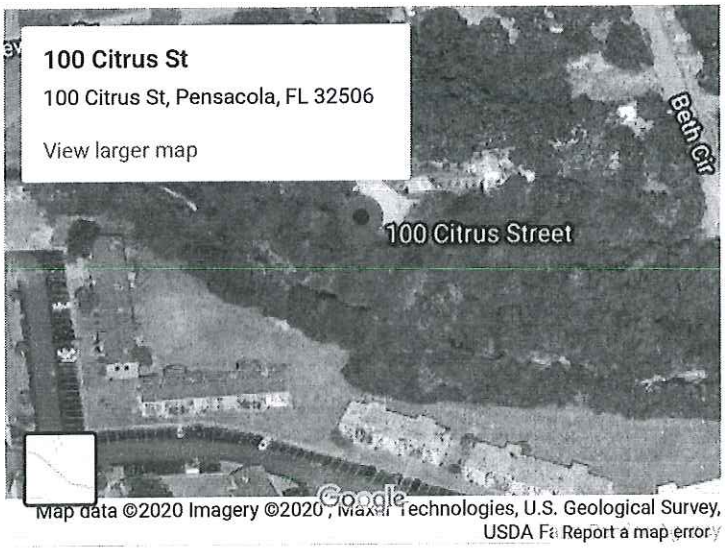
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 100 BLK CITRUS ST

Account number: 07-4108-690
Alternate Key: 1588863152
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 6 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400006002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 006
Use code: 0000
Total acres: 0.220

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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400007002
Account:	074108695
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	102 CITRUS ST 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1968	385	743	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 7 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

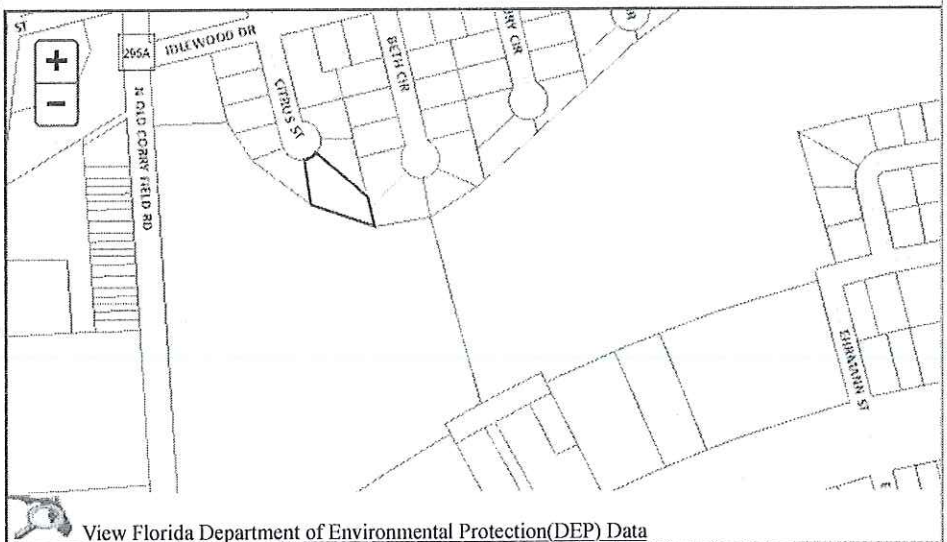
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.4122

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14536)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 102 CITRUS ST

Print this page

Real Estate Account #07-4108-695 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32506
Situs: 102 CITRUS ST

Account number: 07-4108-695
Alternate Key: 1588863154
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 7 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400007002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 007
Use code: 0000
Total acres: 0.410



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Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400008002
Account:	074108700
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	100 BLK CITRUS ST 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$4,800	$0	$4,800	$4,800
2018	$4,800	$0	$4,800	$4,800
2017	$4,800	$0	$4,800	$4,800

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 8 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

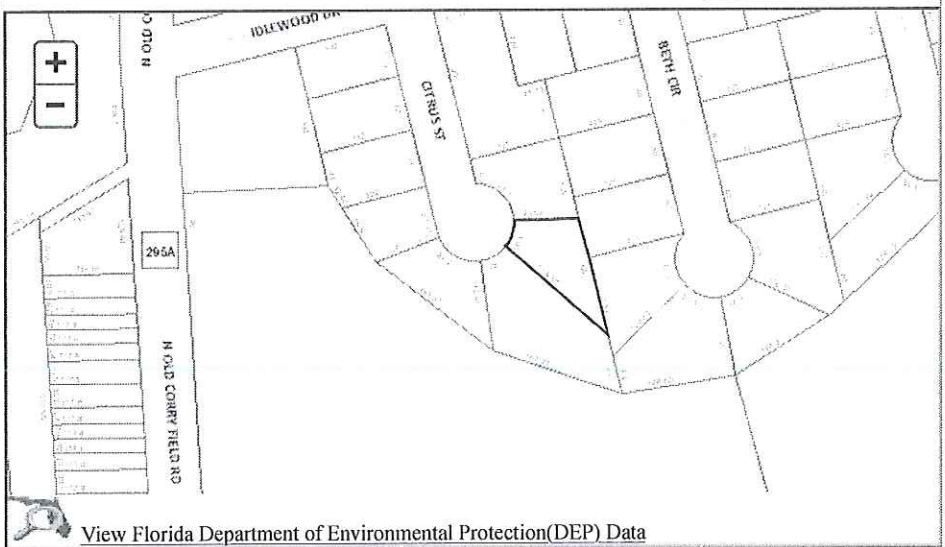
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2134

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14538)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 100 BLK CITRUS ST

Print this page

Real Estate Account #07-4108-700 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 100 BLK CITRUS ST

Account number: 07-4108-700
Alternate Key: 1588863156
Millage code: 06
Millage rate: 13.7362

Assessed value: 4,800
School assessed value: 4,800
Unimproved land value: 4,800

Exemptions

COUNTY OWNED: 4,800



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 8 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400008002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 008
Use code: 0000
Total acres: 0.210

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Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 372S303400016002
Account: 074108740
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs: 8 BETH CIR 32506
Use Code: MOBILE HOME
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$8,000	$1	$8,001	$8,001
2018	$8,000	$1	$8,001	$8,001
2017	$8,000	$1	$8,001	$8,001

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/03/2019	8172	803	$6,000	WD	View Instr
10/19/2018	7986	80	$100	CJ	View Instr
12/2000	4642	48	$100	OT	View Instr
11/2000	4642	49	$100	CJ	View Instr
09/1978	1274	443	$100	WD	View Instr

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

2019 Certified Roll Exemptions
None

Legal Description
LT 16 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 8172 P 803 CA 177

Extra Features
MOBILE HOME

Parcel Information

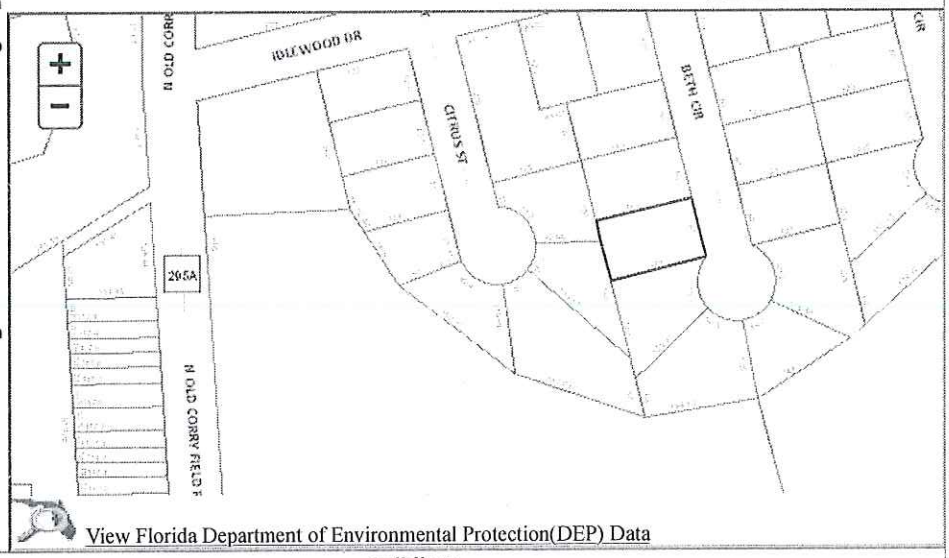
Section Map Id: CA177

Approx. Acreage: 0.2355

Zoned: HDMU

Evacuation & Flood Information Open Report

Launch Interactive Map



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14549)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 8 BETH CIR

Print this page

Real Estate Account #07-4108-740 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
PAID	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

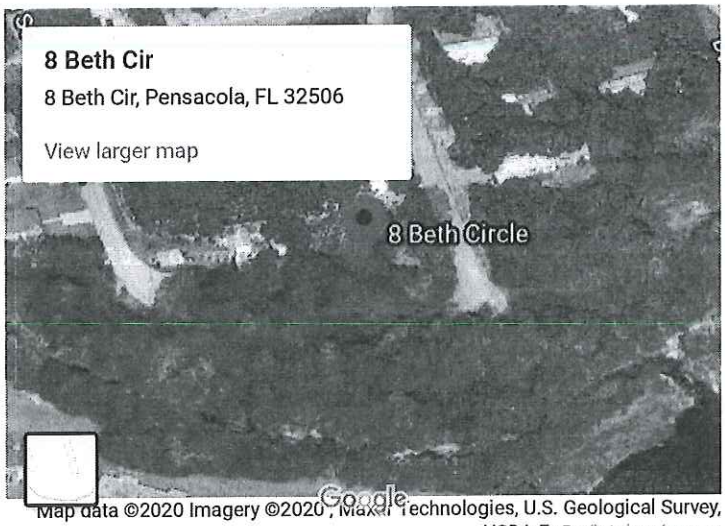
Get Bills by Email

PAID 2019-11-06 $94.50
Receipt
#127-19-00322288
Print Paid Bill

Owner: ALABAMA BAPTIST CHILDRENS HOME
6512 GRELOT RD
MOBILE, AL 36695
Situs: 8 BETH CIR

Account number: 07-4108-740
Alternate Key: 1588865944
Millage code: 06
Millage rate: 13.7362

Assessed value: 6,880
School assessed value: 6,880



Location is not guaranteed to be accurate.

Property Appraiser

2019 Annual bill View

Ad valorem: $94.50
Non-ad valorem: $0.00
Total Discountable: 94.50
No Discount NAVA: 0.00
Total tax: $94.50

Legal description

LT 16 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7986 P 80 CA 177

Location

Geo number: 372S303400016002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 016
Use code: 0200
Total acres: 0.240



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Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400017002
Account:	074108745
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	7 BETH CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$4,800	$0	$4,800	$4,800
2018	$4,800	$0	$4,800	$4,800
2017	$4,800	$0	$4,800	$4,800

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 17 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

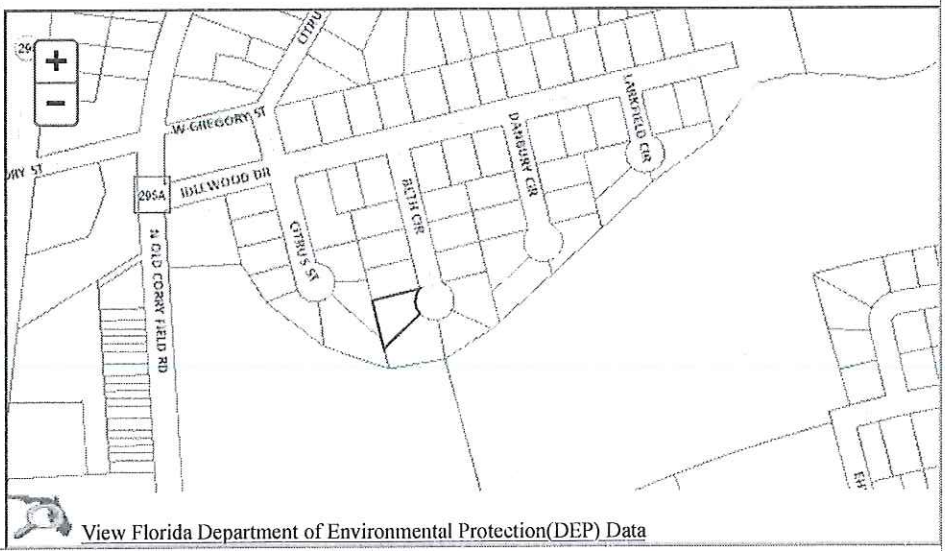
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2545

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/3/03

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Last Updated:01/16/2020 (tc.14558)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 7 BETH CIR

Print this page

Real Estate Account #07-4108-745 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

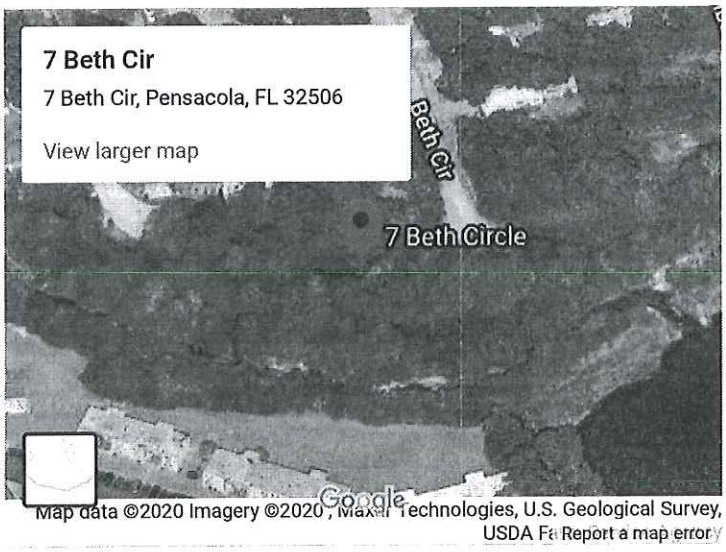
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 7 BETH CIR

Account number: 07-4108-745
Alternate Key: 1588863158
Millage code: 06
Millage rate: 13.7362

Assessed value: 4,800
School assessed value: 4,800
Unimproved land value: 4,800

Exemptions

COUNTY OWNED: 4,800



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 17 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400017002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 017
Use code: 0000
Total acres: 0.250

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Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference: 372S303400018002
Account: 074108750
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs: 6 BETH CIR 32506
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1968	385	743	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 18 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

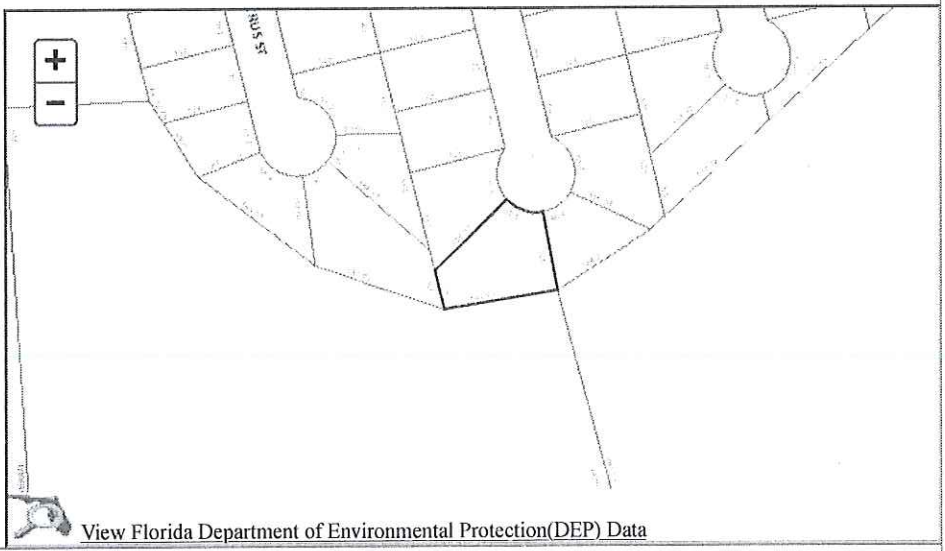
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.3311

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14560)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 6 BETH CIR

Print this page

Real Estate Account #07-4108-750 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

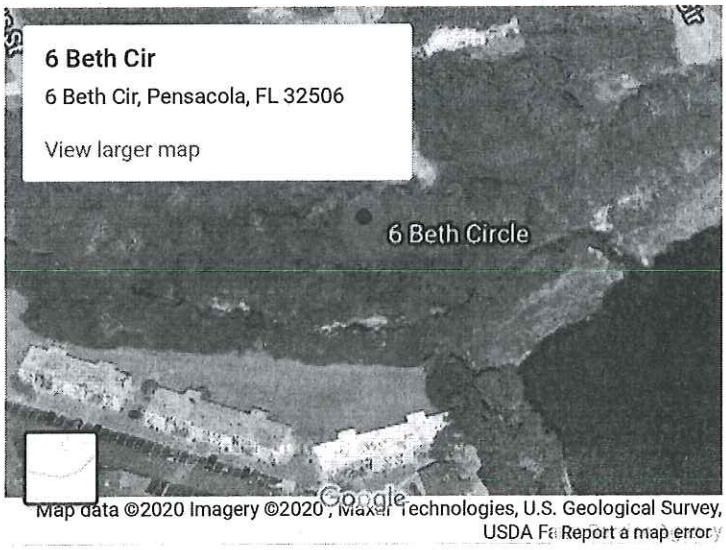
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 6 BETH CIR

Account number: 07-4108-750
Alternate Key: 1588863160
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

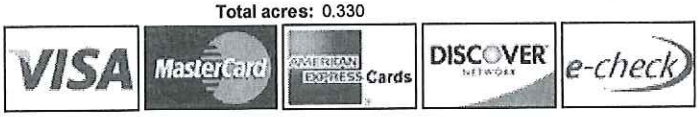
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 18 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400018002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 018
Use code: 0000
Total acres: 0.330



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400019002
Account:	074108755
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	5 BETH CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1968	385	743	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 19 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

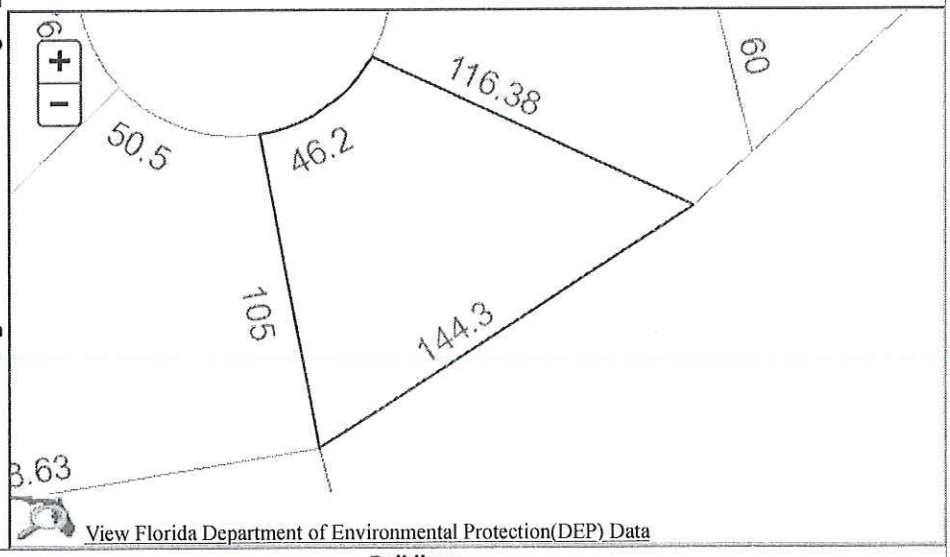
Parcel Information — Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2084

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14562)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 5 BETH CIR

Print this page

Real Estate Account #07-4108-755 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

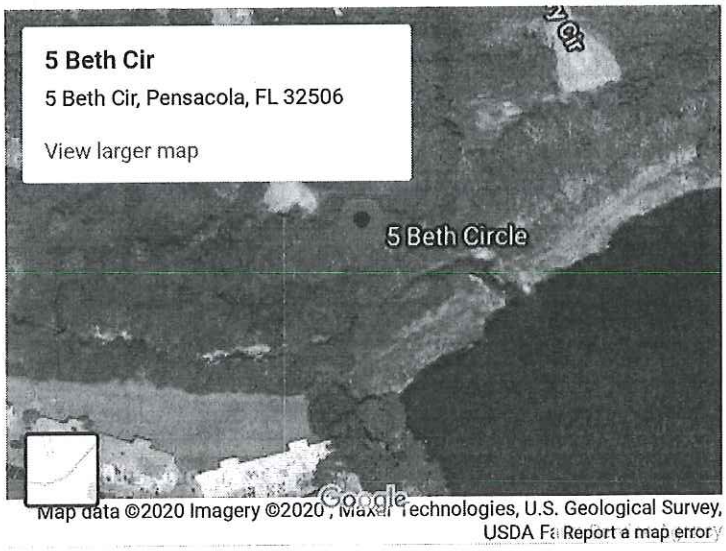
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 5 BETH CIR

Account number: 07-4108-755
Alternate Key: 1588863162
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

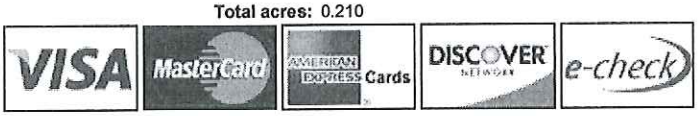
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 19 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400019002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 019
Use code: 0000
Total acres: 0.210



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400020002
Account:	074108760
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	4 BETH CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 20 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

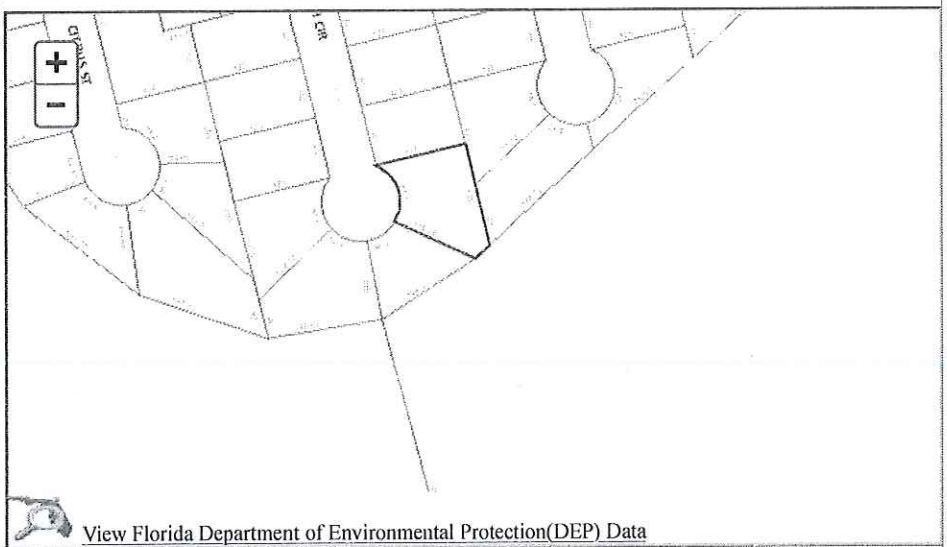
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2934

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/3/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14571)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 4 BETH CIR

Print this page

Real Estate Account #07-4108-760 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

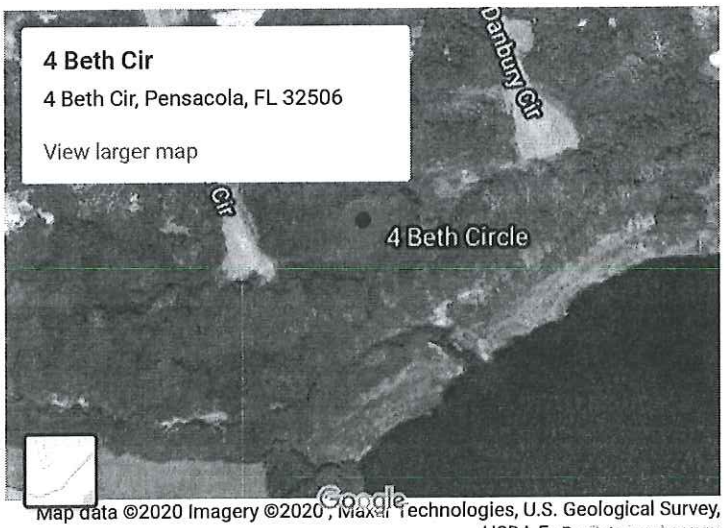
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 4 BETH CIR

Account number: 07-4108-760
Alternate Key: 1588863169
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

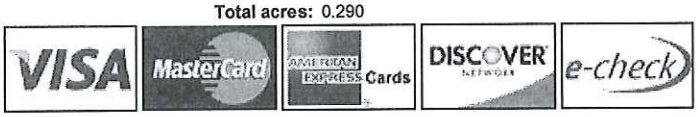
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 20 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400020002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 020
Use code: 0000
Total acres: 0.290



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 372S303400021002
Account: 074108765
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs: 3 BETH CIR 32506
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$8,000	$0	$8,000	$8,000
2018	$8,000	$0	$8,000	$8,000
2017	$8,000	$0	$8,000	$8,000

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1966	320	285	$2,600	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 21 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Extra Features
None

Parcel Information

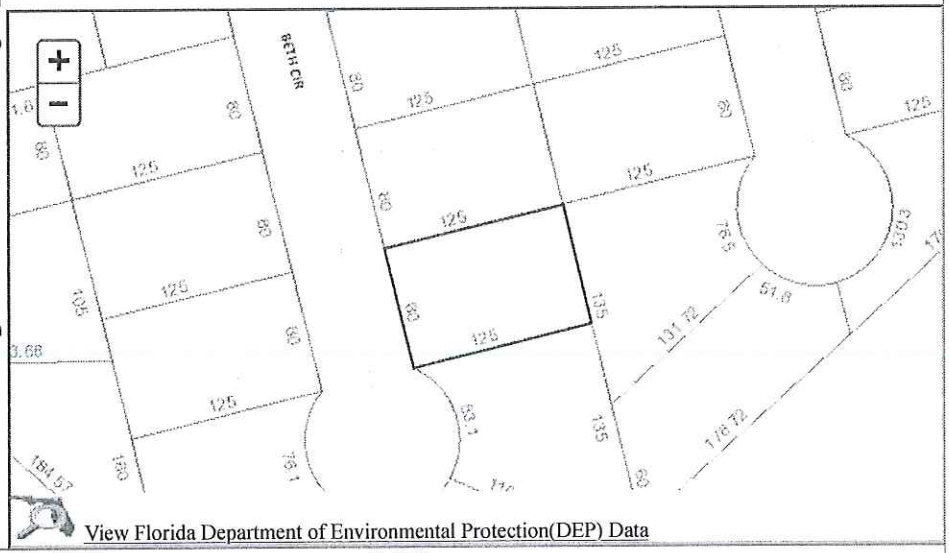
Launch Interactive Map

Section Map Id: CA177

Approx. Acreage: 0.2199

Zoned: HDMU

Evacuation & Flood Information Open Report



Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14575)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 3 BETH CIR

Print this page

Real Estate Account #07-4108-765 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

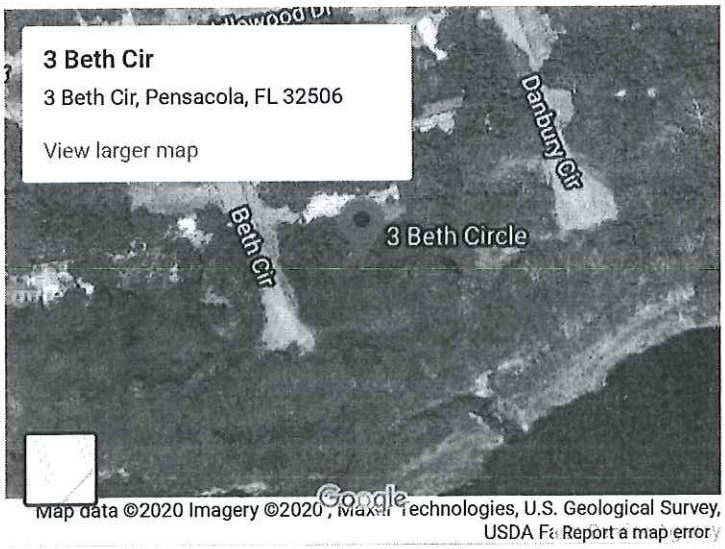
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 3 BETH CIR

Account number: 07-4108-765
Alternate Key: 1588863171
Millage code: 06
Millage rate: 13.7362

Assessed value: 8,000
School assessed value: 8,000
Unimproved land value: 8,000

Exemptions

COUNTY OWNED: 8,000



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 21 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Location

Geo number: 372S303400021002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 021
Use code: 0000
Total acres: 0.220

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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400028002
Account:	074108800
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	DANBURY CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$8,000	$0	$8,000	$8,000
2018	$8,000	$0	$8,000	$8,000
2017	$8,000	$0	$8,000	$8,000

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1967	360	63	$2,500	WD	View Instr
01/1966	320	289	$2,600	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 28 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Extra Features
None

Parcel Information

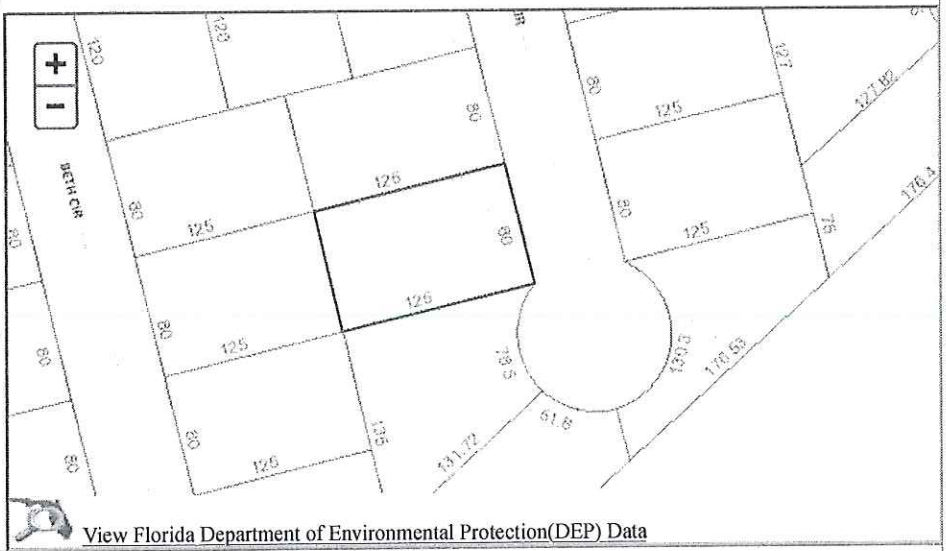
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2388

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/3/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At DANBURY CIR

Print this page

Real Estate Account #07-4108-800 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

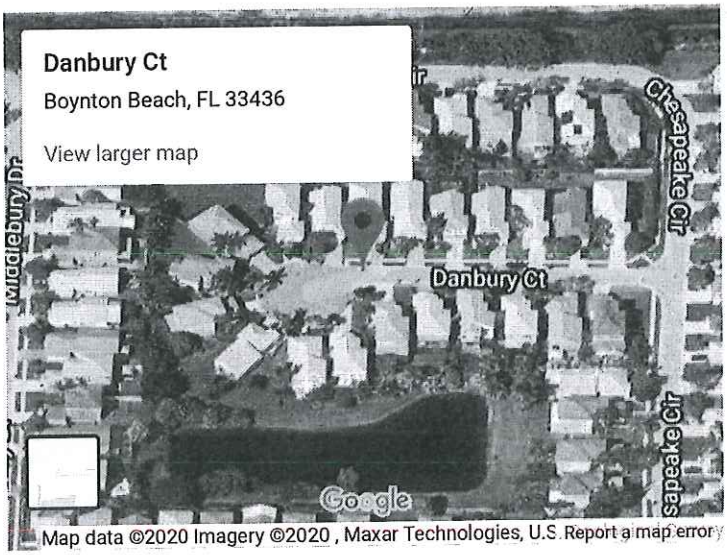
Situs: DANBURY CIR

Account number: 07-4108-800
Alternate Key: 1588863173
Millage code: 06
Millage rate: 13.7362

Assessed value: 8,000
School assessed value: 8,000
Unimproved land value: 8,000

Exemptions

COUNTY OWNED: 8,000



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

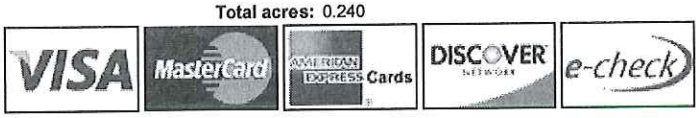
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 28 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Location

Geo number: 372S303400028002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 028
Use code: 0000
Total acres: 0.240



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400029002
Account:	074108805
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	5 DANBURY CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2019	$4,800	$0	$4,800	$4,800
2018	$4,800	$0	$4,800	$4,800
2017	$4,800	$0	$4,800	$4,800

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/02/2018	7847	1518	$5,000	WD	View Instr
02/04/2015	7353	1108	$100	QC	View Instr
04/15/2011	6711	308	$100	QX	View Instr
03/2007	6145	291	$100	QC	View Instr
03/2007	6100	233	$100	QC	View Instr
02/2007	6091	197	$20,000	WD	View Instr
01/1972	601	89	$2,500	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 29 BLK B 1ST ADDN TO WESLEYAN TERRACE S/D PB 7 P 7 OR 7847 P 1518 CA 177

Extra Features
None

Parcel Information

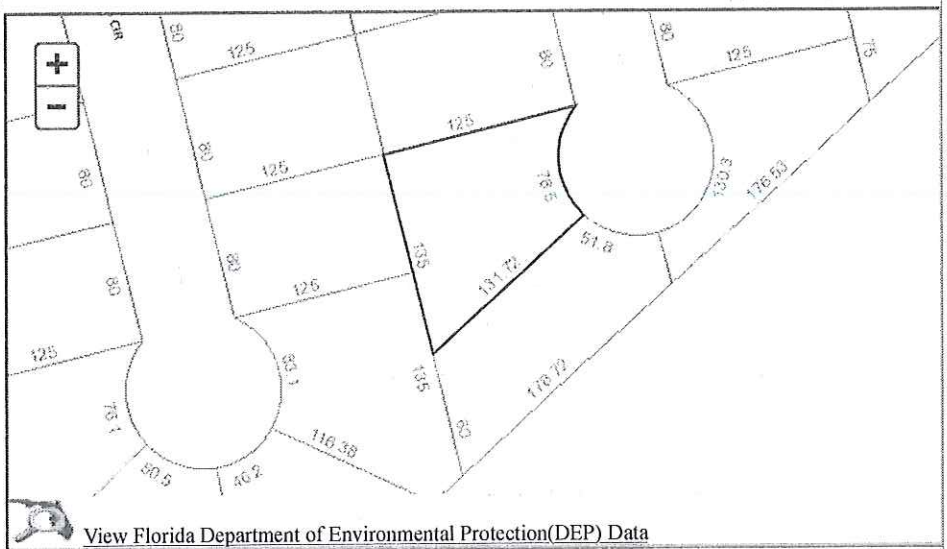
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2689

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 5 DANBURY CIR

Print this page

Real Estate Account #07-4108-805 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	NO TAXES DUE	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

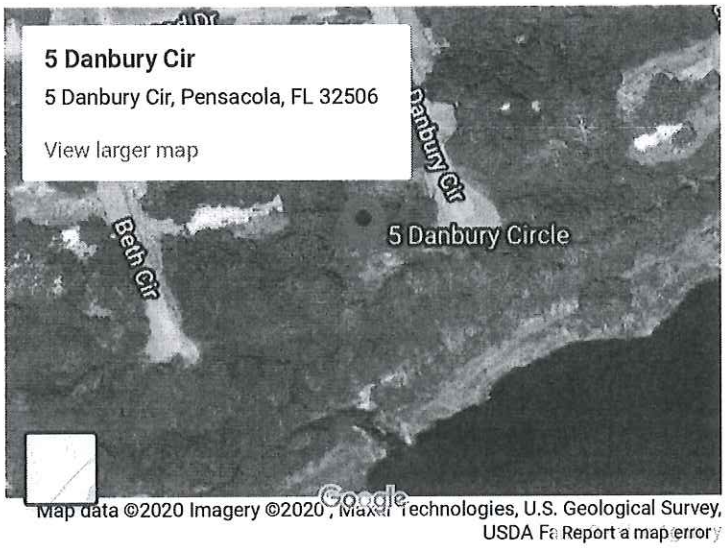
Owner: ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
and 1 other
Situs: 5 DANBURY CIR

Account number: 07-4108-805
Alternate Key: 144054
Millage code: 06
Millage rate: 13.7362

Assessed value: 4,800
School assessed value: 4,800
Unimproved land value: 4,800

Exemptions

COUNTY OWNED: 4,800



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 29 BLK B 1ST ADDN TO WESLEYAN TERRACE S/D PB 7 P 7 OR 7847 P 1518 CA 177

Location

Geo number: 372S303400029002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 029
Use code: 0000
Total acres: 0.270

Addresses

Other owners: BOARD OF COUNTY COMMISSIONERS

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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400030002
Account:	074108810
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	DANBURY CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
01/1973	746	902	$2,600	WD	View Instr
01/1973	738	256	$2,700	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 30 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Extra Features
None

Parcel Information

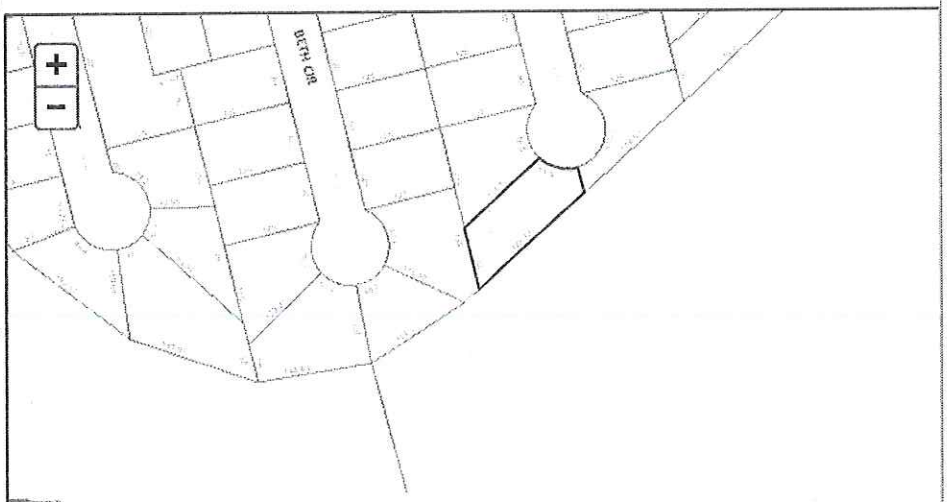
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2744

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14585)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At DANBURY CIR

Print this page

Real Estate Account #07-4108-810 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: DANBURY CIR

Account number: 07-4108-810
Alternate Key: 1588863175
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

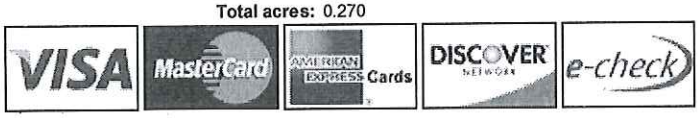
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 30 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 7958 P 1384 CA 177

Location

Geo number: 372S303400030002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 030
Use code: 0000
Total acres: 0.270



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400031002
Account:	074108815
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3 DANBURY ST 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$3,200	$0	$3,200	$3,200
2018	$3,200	$0	$3,200	$3,200
2017	$3,200	$0	$3,200	$3,200

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
12/1985	2161	578	$6,500	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 31 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

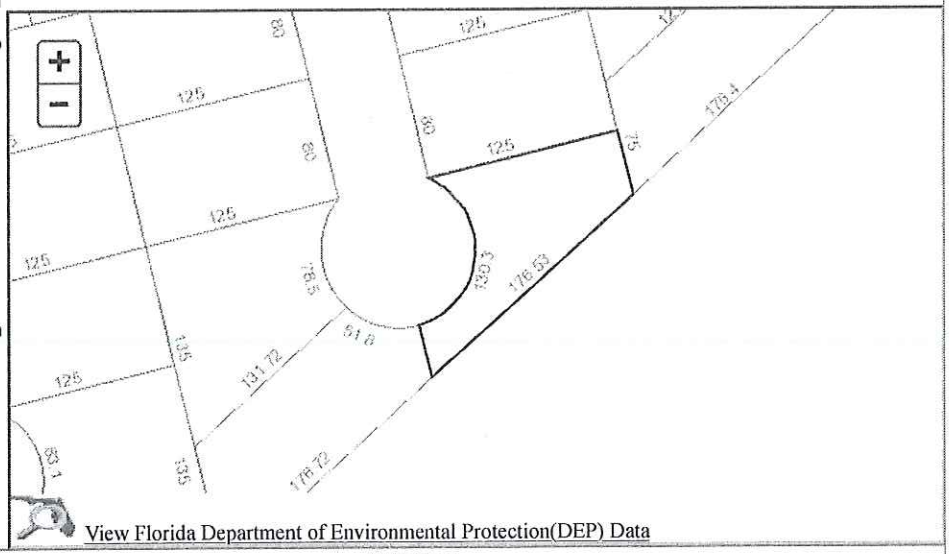
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2183

Zoned:
HDMU

Evacuation & Flood Information
Open Report


125
125
125
125
125
131.72
178.72
178.53
178.4
51.8
35
35
35

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 3 DANBURY ST

Print this page

Real Estate Account #07-4108-815 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

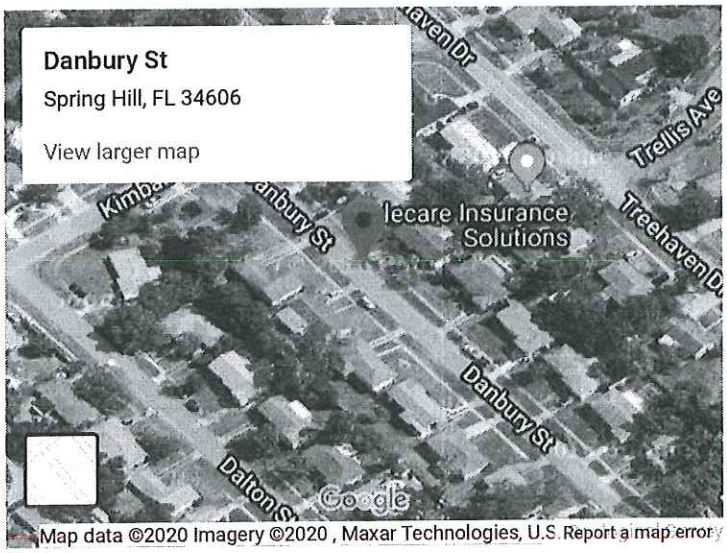
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 3 DANBURY ST

Account number: 07-4108-815
Alternate Key: 1588863177
Millage code: 06
Millage rate: 13.7362

Assessed value: 3,200
School assessed value: 3,200
Unimproved land value: 3,200

Exemptions

COUNTY OWNED: 3,200



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

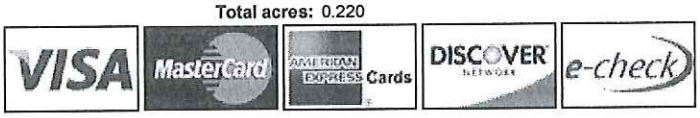
Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 31 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400031002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 031
Use code: 0000
Total acres: 0.220



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ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	372S303400032002
Account:	074108820
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	2 DANBURY CIR 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$6,000	$0	$6,000	$6,000
2018	$6,000	$0	$6,000	$6,000
2017	$6,000	$0	$6,000	$6,000

Disclaimer

Tax Estimator

> File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/30/2018	7958	1384	$61,300	WD	View Instr
01/14/2013	7092	1131	$100	WD	View Instr
12/1985	2161	578	$6,500	WD	View Instr

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

2019 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 32 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Extra Features
None

Parcel Information

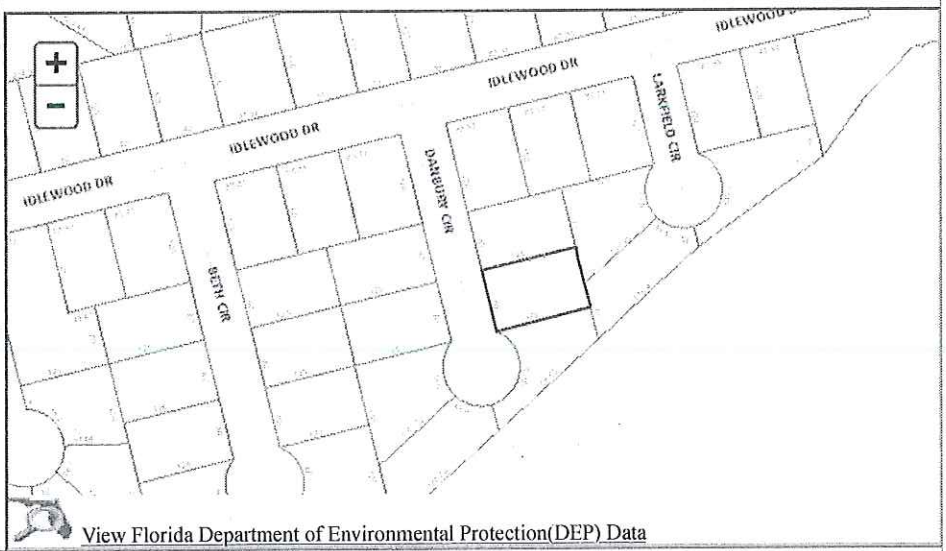
Launch Interactive Map

Section Map Id:
CA177

Approx. Acreage:
0.2356

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/3/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/16/2020 (tc.14591)

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 2 DANBURY CIR

Print this page

Real Estate Account #07-4108-820 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
NO TAXES DUE	PAID	PAID	PAID		PAID

Get Bills by Email

No taxes due
Print Paid Bill

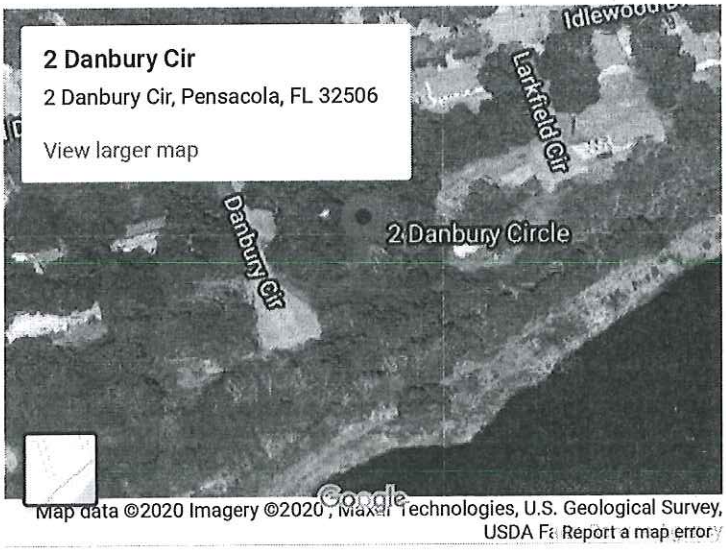
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2210 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 2 DANBURY CIR

Account number: 07-4108-820
Alternate Key: 1588863179
Millage code: 06
Millage rate: 13.7362

Assessed value: 6,000
School assessed value: 6,000
Unimproved land value: 6,000

Exemptions

COUNTY OWNED: 6,000



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem: $0.00
Non-ad valorem: $0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax: $0.00

Legal description

LT 32 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 7958 P 1384 PB 7 P 7 CA 177

Location

Geo number: 372S303400032002
Range: 30
Township: 2S
Section: 37
Block: 002
Lot: 032
Use code: 0000
Total acres: 0.240



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NOTICE OF ADOPTION OF RESOLUTION VACATING AND ANNULLING A SUBDIVISION PLAT OR PORTION THEREOF

NOTICE IS HEREBY GIVEN that following a public hearing held on March 5th, 2020, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating and annulling the subdivision plat or portion thereof of 1st Addition - Wesleyan Terrace, being more particularly described as follows:

Vacation of Lots and Right-of-Way
Lots 5, 6, 7, 8, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31 and 32 of Block B, First Addition Wesleyan Terrace as recorded in Plat Book 7, at page 7, of the Public Records of Escambia County, Florida.

and

That portion of the Beth Circle (60' R/W) lying south of the extension of the northerly lot line of lots 16 and 21.

and

That portion of the Danbury Circle (60' R/W) lying south of the extension of the northerly lot line of Lots 28 and 32.

All lying and being in Section 37, Township 2 South, Range 30 West, Escambia County, Florida, and containing 4.95 acres, more or less.

and returning the property to acreage.

Dated this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s) does hereby certify that the individuals whose names and addresses are attached represent all of those individuals owning property which lies within 500 feet of the subdivision plat or portion thereof which is subject to the Petition to Vacate, dated January 22, 2020.

Marcia Wieborg
Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (__) online notarization, this 5 day of February, 2020 by Marcia Wieborg, as an Employee of Escambia County BOCC Engineering Dept. He/She is personally known to me or has produced _____ as identification.

Stacey W. Coker
Notary Public

Stacey W. Coker
Print or type name

STACEY W. COKER
Notary Public - State of Florida
Commission # GG 278029
My Commission Expires
April 7, 2022
(Notary Seal)

Account	Refno	Name	Mailing Address	Situs
71275000	342S300960010001	FULLER JEWEL PERKINS	208 CITRUS ST PENSACOLA, FL 32506	208 CITRUS ST
71276000	342S300960020001	BIBEAU BENJAMIN E	210 CITRUS ST PENSACOLA, FL 32506	210 CITRUS ST
71277000	342S300960030001	ENGLISH ALLEN & GWENDOLYN	53 SRANT DR PENSACOLA, FL 32506	53 S SRANT DR
71278000	342S300960040001	EDGEWATER HOMES INC TRUSTEE FOR	C/O EDGEWATER HOMES INC 3518 NW 36TH ST MIAMI, FL 33142	51 S SRANT DR
71279000	342S300960050001	REED MARK B	333 S 61ST AVE APT 5 PENSACOLA, FL 32506	49 S SRANT DR
71280000	342S300960060001	HALL JACOB	5100 SARATOGA AVE PENSACOLA, FL 32505	47 S SRANT DR
71281000	342S300960070001	VONADA ELOISE	45 SRANT DR PENSACOLA, FL 32506	45 S SRANT DR
71282000	342S300960080001	DOUBLE J PROPERTY INVESTMENTS LLC	6309 VICKSBURG DR PENSACOLA, FL 32503	43 S SRANT DR
71283000	342S300960090001	GOBLE MEIGHAN SHEA	912 FREEMONT AVE PENSACOLA, FL 32505	41 S SRANT DR
71284000	342S300960100001	RAVEKA LLC 80% INT	8963 PENSACOLA BLVD PENSACOLA, FL 32534	39 SRANT DR
71285000	342S300960110001	GYGANEK PAUL L &	37 SRANT DR PENSACOLA, FL 32506	37 S SRANT DR
71286000	342S300960120001	EDWARDS JESSE J & KRISTINA N	35 SRANT DR PENSACOLA, FL 32506	35 SRANT DR
71288000	342S300960130001	BAKER BRENDA F EST OF	33 SRANT DR PENSACOLA, FL 32506	33 SRANT DR
71328100	342S300970012097	FOUR SEASONS INSURANCE INC	200 N OLD CORRY FIELD RD PENSACOLA, FL 32506	200 N OLD CORRY FIELD RD
71328200	342S300970013097	ELLIOTT MICHAEL	C/O REBECCA C DOW-IGO 207 N CITRUS ST PENSACOLA, FL 32506	207 CITRUS ST

71328250	342S300970014097	MOLINA RONALD	18080 COUCH PLANT RD SUMMERDALE, AL 36580	203 CITRUS ST
74096510	372S302500000002	REGEVIG TAMMY L	PO BOX 71871 TUSCALOOSA, AL 35407	153 N OLD CORRY FIELD RD
74096515	372S302500000003	TRIBOI IULIA	155 N OLD CORRY FIELD RD PENSACOLA, FL 32507	155 N OLD CORRY FIELD RD
74096520	372S302500000004	SIMERLY JACK M	157 OLD CORRY FIELD RD PENSACOLA, FL 32507	157 N OLD CORRY FIELD RD
74096525	372S302500000005	GUTMART CORPORATION	5341 POTOSI WAY PENSACOLA, FL 32504	159 N OLD CORRY FIELD RD
74096530	372S302500000006	KMETZ ERIC J	531 CORRYDALE DR PENSACOLA, FL 32506	161 N OLD CORRY FIELD RD
74096535	372S302500000007	AC SELECT LLC	PO BOX 10635 PENSACOLA, FL 32524	163 N OLD CORRY FIELD RD
74096540	372S302500000008	KMETZ MICHAEL	585 BOBWHITE PL PENSACOLA, FL 32514	165 N OLD CORRY FIELD RD
74096545	372S302500000009	OFFENBURGER CHRIS M &	PO BOX 3443 PENSACOLA, FL 32516	167 N OLD CORRY FIELD RD
74096550	372S302500000010	KADROVACH STEVEN	3355 PURSELL LN PENSACOLA, FL 32526	169 N OLD CORRY FIELD RD
74096555	372S302500000011	KNIGHT WILLIAM	171 N OLD CORRY FIELD RD PENSACOLA, FL 32501	171 N OLD CORRY FIELD RD
74096560	372S302500000012	MAYBERRY JAMES	10290 CANDLESTICK LN PENSACOLA, FL 32514	173 OLD CORRY FIELD RD
74096570	372S302500000014	WOODBURN PARTICIA H TRUSTEE FOR WOODBURN PATRICIA	322 FLORIDA AVE GULF BREEZE, FL 32561	177 N OLD CORRY FIELD RD
74096575	372S302500000015	CBPR LLC	PO BOX 3540 SILVER SPRINGS, NV 89429	179 N OLD CORRY FIELD RD
74096580	372S302500000016	OFFENBURGER CHRISTOPHER M & MELISSA J	PO BOX 3443 PENSACOLA, FL 32516	181 N OLD CORRY FIELD RD
74097000	372S303000000000	MOORE PETE CHEVROLET INC	103 NEW WARRINGTON RD PENSACOLA, FL 32506	200 BLK NEW WARRINGTON RD
74097300	372S303000000002	HT LAND COMPANY	STE 200-2001 COMMERCE HOUSTON, TX 77002	187 N OLD CORRY FIELD RD

74104000	372S303300000000	BLACKMON MICHAEL	604 SILVERSHORE DR PENSACOLA, FL 32507	204 NEW WARRINGTON RD
74105000	372S303300000001	ESCAMBIA COUNTY	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	100 BLK OLD CORRY FIELD RD
74105500	372S303300010001	MCDANIEL MARK	PO BOX 1074 GULF BREEZE, FL 32562	198 N OLD CORRY FIELD RD
74108100	372S303300000005	SANDSTONE WG LLC	READ PROPERTY GROUP LLC 4706 18TH AVE BROOKLYN, NY 11204	190 OLD CORRY FIELD RD
74108150	372S303300000006	STAMITOLES RICHARD W	708 BAYLISS DR MARIETTA, GA 30068	200 BLK NEW WARRINGTON RD
74108605	372S303400001001	LEWIS LINDA DIANE	4520 IDLEWOOD DR PENSACOLA, FL 32506	4520 IDLEWOOD DR
74108612	372S303400002001	CUNNINGHAM SHIRLEY FRANCES	2908 BRECKENRIDGE DR PENSACOLA, FL 32526	4510 IDLEWOOD DR
74108615	372S303400003001	KELLY FRANK J & MICHELLE R	7996 OTIS WAY PENSACOLA, FL 32506	4500 IDLEWOOD DR
74108625	372S303400005001	HURST BILLY E	4420 IDLEWOOD DR PENSACOLA, FL 32506	4420 IDLEWOOD DR
74108630	372S303400006001	GATEWOOD HARVEY E	8256 THAMES RD BAKER, FL 32531-7200	4410 IDLEWOOD DR
74108640	372S303400008001	BALOGH TORI	4320 IDLEWOOD DR PENSACOLA, FL 32506	4320 IDLEWOOD DR
74108645	372S303400009001	BRIGHT DELIA C	PO BOX 3726 PENSACOLA, FL 32516	4310 IDLEWOOD DR
74108650	372S303400010001	PEPPER JOHN E &	313 PETHERTON PL PENSACOLA, FL 32506	4300 IDLEWOOD DR
74108655	372S303400011001	MURPHY LATISHA SHANAY	4220 IDLEWOOD DR PENSACOLA, FL 32506	4220 IDLEWOOD DR
74108657	372S303400012001	HICKS EXUREPHA	4214 IDLEWOOD DR PENSACOLA, FL 32507	4214 IDLEWOOD DR
74108660	372S303400013001	SIRMON JESSICA L	4208 IDLEWOOD DR PENSACOLA, FL 32506	4208 IDLEWOOD DR

74108675	372S303400003002	SUTTON BLAKE V	6020 NASHVILLE AVE PENSACOLA, FL 32526	105 CITRUS ST
74108680	372S303400004002	PEAZANT DUANE	107 CITRUS ST PENSACOLA, FL 32506	107 CITRUS ST
74108685	372S303400005002	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	100 BLK CITRUS ST
74108705	372S303400009002	BUTLER PAMLAR JEAN	104 CITRUS ST PENSACOLA, FL 32506	104 CITRUS ST
74108715	372S303400010002	PARKER VERMELL	53 DELUNA DR PENSACOLA, FL 32506	4525 IDLEWOOD DR
74108720	372S303400012002	ROBINSON BEVERLY D &	4515 IDLEWOOD DR PENSACOLA, FL 32506	4515 IDLEWOOD DR
74108725	372S303400013002	J & J RENTALS PROPERTIES OF PENSACOLA LLC	3806 W BLOUNT ST PENSACOLA, FL 32505	4505 IDLEWOOD DR
74108735	372S303400015002	MILSTEAD MICHEAL	9 BETH CIR PENSACOLA, FL 32506	9 BETH CIR
74108770	372S303400022002	HUGHES MILDRED H	7318 HAYWARD AVE LOT 5 PENSACOLA, FL 32526	2 BETH CIR
74108775	372S303400023002	ELLISON JAMES E	1 BETH CIR PENSACOLA, FL 32506	1 BETH CIR
74108780	372S303400024002	BRAND CATHY REALTY LLC	1039 KENTUCKY ST BOWLING GREEN, KY 42101	4425 IDLEWOOD DR
74108785	372S303400025002	GRAY VICKI SUE EST OF	5718 TURKEY RD PENSACOLA, FL 32526	4415 IDLEWOOD DR
74108790	372S303400026002	BUTLER PAMLAR J	104 CITRUS ST PENSACOLA, FL 32506	4405 IDLEWOOD DR
74108795	372S303400027002	THORNTON CHRISTOPHER L 1/2	PO BOX 37156 PENSACOLA, FL 32526	7 DANBURY CIR
74108825	372S303400033002	EAVES RUSSELL	3758 MCNEMAR CT GULF BREEZE, FL 32563	1 DANBURY CIR
74108830	372S303400034002	COOPER HOWARD FRANKLIN &	4325 IDLEWOOD DR PENSACOLA, FL 32506	4325 IDLEWOOD DR
74108840	372S303400036002	KINSEY GENA	4305 IDLEWOOD DR PENSACOLA, FL 32506	4305 IDLEWOOD DR

74108845 372S303400037002	HEALTHY HOME HOLDINGS LLC	2730 KEPLER AVE PENSACOLA, FL 32507	7 LARKFIELD CIR
74108850 372S303400038002	LONGORIA MATIAS F & DIANE M	2003 E LAKEVIEW AVE PENSACOLA, FL 32503	3 LARKFIELD CIR
74108855 372S303400039002	JONES REGINA	4 LARKFIELD CIR PENSACOLA, FL 32506	4 LARKFIELD CIR
74108857 372S303400040002	SMITH LIDWYANA	4225 IDLEWOOD DR PENSACOLA, FL 32506	4225 IDLEWOOD DR
74108865 372S303400041002	WALLACE ANGELA	4209 IDLEWOOD DR PENSACOLA, FL 32507	4209 IDLEWOOD DR

REQUEST TO VACATE A PORTION OF THE FIRST ADDITION OF WESLEYAN TERRACE SUBDIVISION PLAT
Petitioner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS



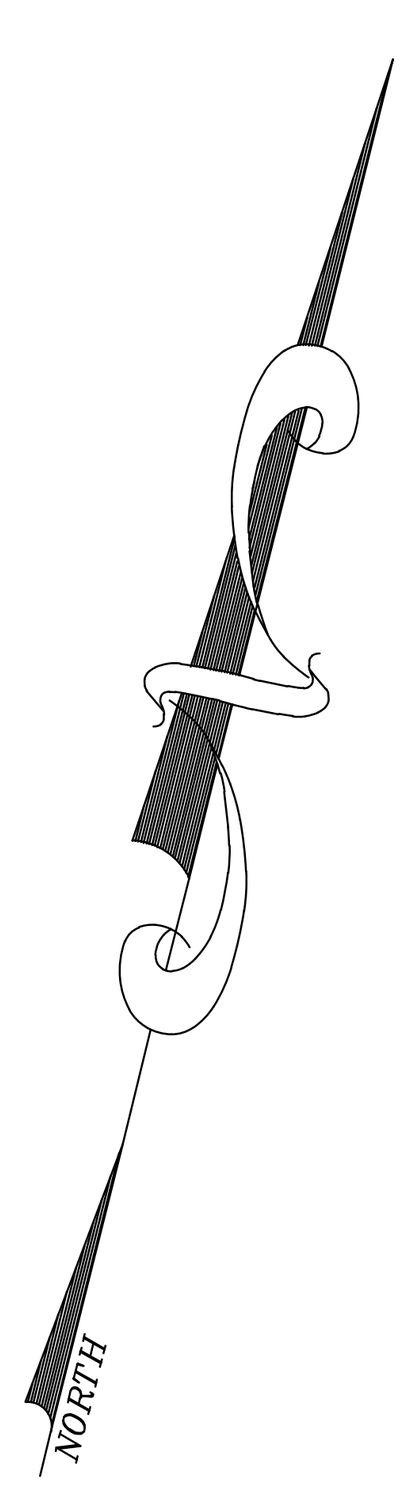
ESCAMBIA COUNTY
ENGINEERING DIVISION

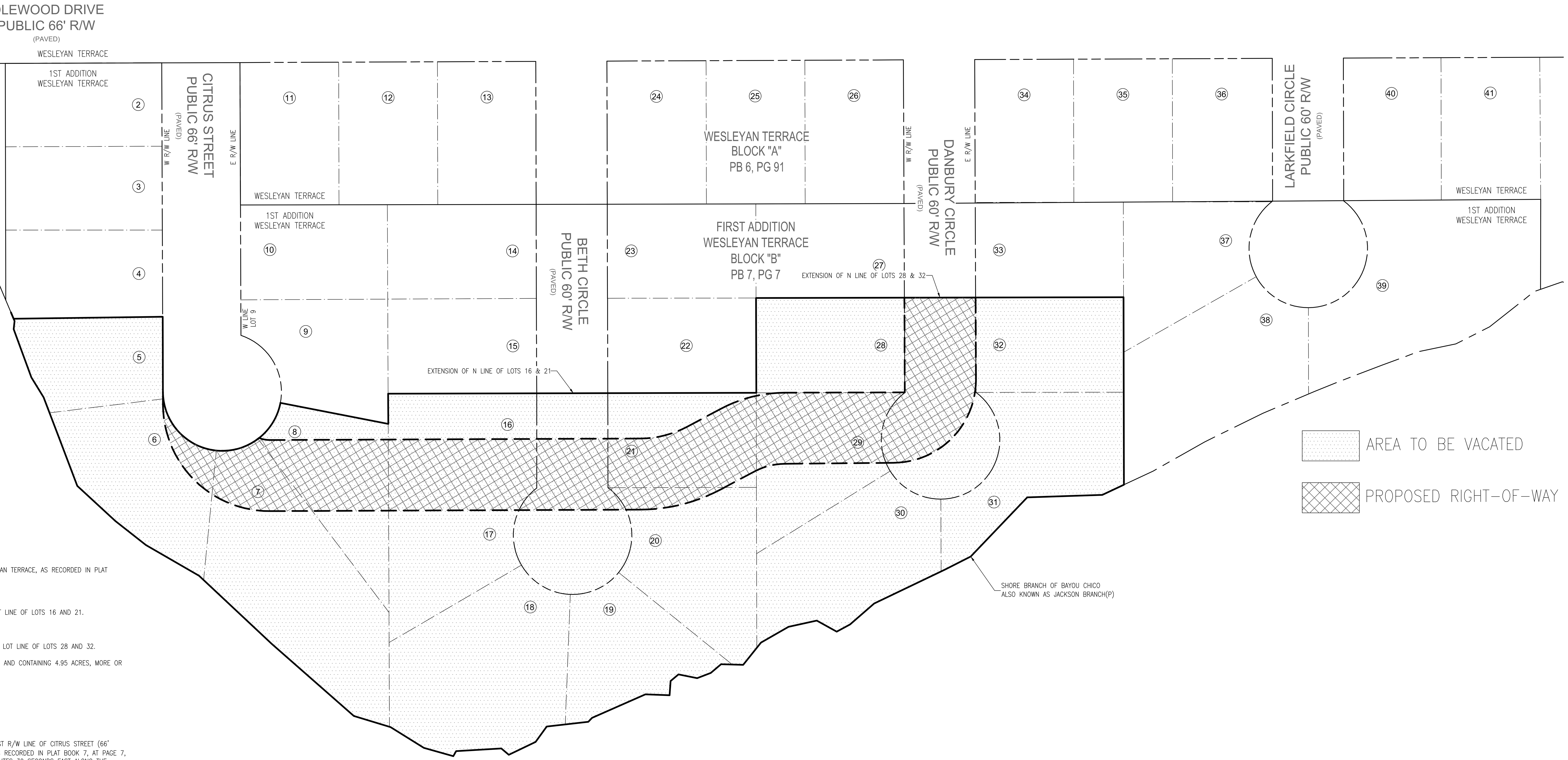
MLW 2/7/2020 DISTRICT 2

2016
Aerial Photo

County Owned Parcels

Area to be Vacated





HORIZONTAL SCALE

50 0 25 50 100 200

(IN FEET)
1 INCH = 50 FT.

DESCRIPTION: (AS PREPARED BY McKIM & CREED, INC.)

VACATION OF LOTS AND RIGHT-OF-WAY

LOTS 5, 6, 7, 8, 16, 17, 18, 19 20, 21, 28, 29, 30, 31 AND 32 OF BLOCK B, FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

THAT PORTION OF THE BETH CIRCLE (60' R/W) LYING SOUTH OF THE EXTENSION OF THE NORTHERLY LOT LINE OF LOTS 16 AND 21.

AND

THAT PORTION OF THE DANBURY CIRCLE (60' R/W) LYING SOUTH OF THE EXTENSION OF THE NORTHERLY LOT LINE OF LOTS 28 AND 32.

ALL LYING AND BEING IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 4.95 ACRES, MORE OR LESS.

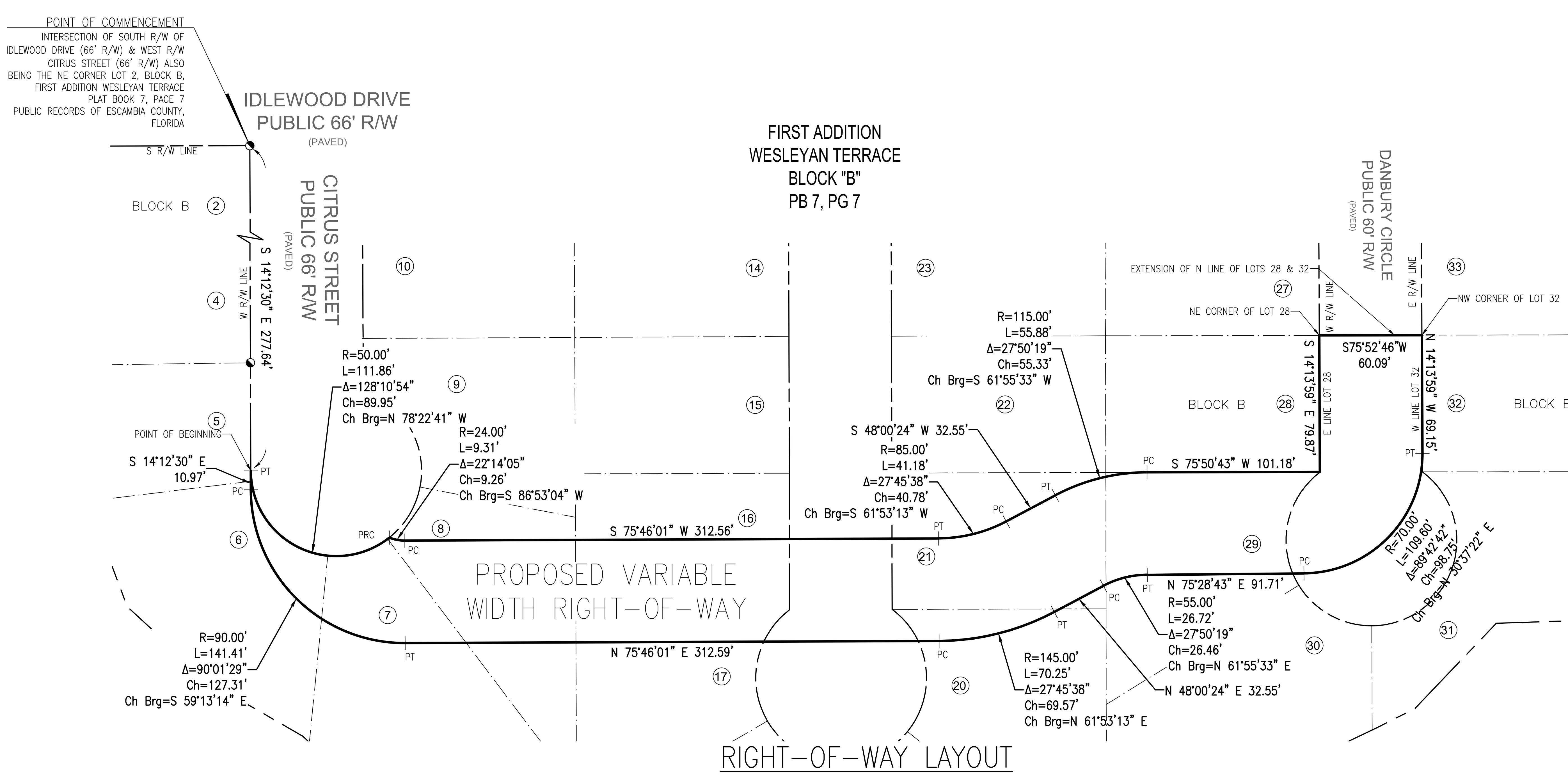
DESCRIPTION: (AS PREPARED BY McKIM & CREED, INC.)

VARIABLE WIDTH RIGHT-OF-WAY (R/W)

COMMENCE AT THE INTERSECTION OF THE SOUTH R/W LINE OF IDLEWOOD DRIVE (66' R/W) AND THE WEST R/W LINE OF CITRUS STREET (66' R/W), ALSO BEING THE NORTHEAST CORNER OF LOT 2, BLOCK B, FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 14 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE WESTERLY R/W LINE OF CITRUS STREET (66' R/W) FOR A DISTANCE OF 277.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED SOUTH 14 DEGREES 12 MINUTES 30 SECONDS EAST ALONG SAID R/W LINE FOR A DISTANCE OF 10.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 90.00 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 141.41 FEET (DELTA= 90 DEGREES 01 MINUTES 29 SECONDS, CHORD= 127.31 FEET, CHORD BEARING= SOUTH 59 DEGREES 13 MINUTES 14 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 75 DEGREES 46 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 312.59 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 145.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.25 FEET (DELTA= 27 DEGREES 45 MINUTES 38 SECONDS, CHORD= 69.57 FEET, CHORD BEARING= NORTH 61 DEGREES 53 MINUTES 13 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 48 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 32.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET (DELTA= 27 DEGREES 50 MINUTES 19 SECONDS, CHORD= 26.46 FEET, CHORD BEARING= NORTH 61 DEGREES 55 MINUTES 33 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 75 DEGREES 28 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 91.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 109.60 FEET (DELTA= 89 DEGREES 42 MINUTES 42 SECONDS, CHORD= 98.75 FEET, CHORD BEARING= NORTH 30 DEGREES 37 MINUTES 22 SECONDS EAST) TO THE POINT OF TANGENCY AND THE WEST LINE OF LOT 32 OF AFORESAID BLOCK B; THENCE PROCEED NORTH 14 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 32 FOR A DISTANCE OF 69.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 75 DEGREES 52 MINUTES 46 SECONDS WEST ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 32 AND LOT 28 OF AFORESAID BLOCK B FOR A DISTANCE OF 60.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID EXTENSION LINE PROCEED SOUTH 14 DEGREES 13 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28 FOR A DISTANCE OF 79.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 75 DEGREES 50 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 101.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 115.00 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 55.88 FEET (DELTA= 27 DEGREES 50 MINUTES 19 SECONDS, CHORD= 55.33 FEET, CHORD BEARING= SOUTH 61 DEGREES 55 MINUTES 33 SECONDS WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 48 DEGREES 00 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 32.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.18 FEET (DELTA= 27 DEGREES 45 MINUTES 38 SECONDS, CHORD= 40.78 FEET, CHORD BEARING= SOUTH 61 DEGREES 53 MINUTES 13 SECONDS WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 75 DEGREES 46 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 312.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 9.31 FEET (DELTA= 22 DEGREES 14 MINUTES 05 SECONDS, CHORD= 9.26 FEET, CHORD BEARING= SOUTH 86 DEGREES 53 MINUTES 04 SECONDS WEST) TO THE POINT OF REVERSE CURVATURE ON THE SOUTHERLY R/W LINE OF CITRUS STREET (66' R/W) OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 111.86 FEET (DELTA= 128 DEGREES 10 MINUTES 54 SECONDS, CHORD= 89.95 FEET, CHORD BEARING= NORTH 78 DEGREES 22 MINUTES 41 SECONDS WEST) TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 1.00 ACRES, MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE HORIZONTAL COMPONENTS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD 83 (2007). THE CONTROL MONUMENTS USED WERE ESC 4105 AND ESC 4106. DATA FOR THESE CONTROL MONUMENTS CAN BE FOUND ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LABINS WEBSITE.
2. REFERENCES USED: A COPY OF THE PLAT OF GALVEZ GARDENS, AS RECORDED IN PLAT BOOK 3, AT PAGE 3, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF THE PLAT OF WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 6, AT PAGE 91, OF SAID PUBLIC RECORDS; A COPY OF THE PLAT OF THE FIRST ADDITION WESLEYAN TERRACE, AS RECORDED IN PLAT BOOK 7, AT PAGE 7, OF SAID PUBLIC RECORDS; A PREVIOUS SURVEY OF OLD CORRY FIELD ROAD BY THIS FIRM, PROJECT NO. 160050.S000, DATED 10/31/2016; A PREVIOUS SURVEY PREPARED BY THIS FIRM, PROJECT NO. 110056; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET. THE ACCURACY OF MEASUREMENTS MEETS SUBURBAN LAND STANDARDS (1:7500).
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
7. THIS IS NOT A BOUNDARY SURVEY.



RIGHT-OF-WAY LAYOUT
1" = 50'

LEGEND:

(1)	LOT NUMBER
CH BRG	CHORD BEARING
CH	CHORD LENGTH
Δ	DELTA ANGLE
L	ARC LENGTH
(P)	PLAT INFORMATION
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY

STEPHEN G. RUTAN License Number 4208 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Stephen G Rutan Stephen G Rutan 2020.01.22 09:01:44 -06'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

McKIM & CREED, INC.
1206 N. PALAFOX STREET
PENSACOLA, FLORIDA 32501
SURVEYOR BUSINESS LICENSE LB7917
STEPHEN G. RUTAN, P.S.M. NO. 4208

THE ABOVE NAMED SURVEYOR AND MAPPER SHALL BE RESPONSIBLE FOR THIS SINGLE SHEET IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE: THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP: UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED: UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID:

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

LOT VACATION & RIGHT-OF-WAY DESCRIPTION & SKETCH FIRST ADDITION WESLEYAN TRACE

SECTION: 37 TOWNSHIP: 2S RANGE: 30W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN DATE
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4208

Valid only with embossed seal

Revisions	
Date	Description
1/22/20	COMMENTS

Designed By: –
Drawn By: JDC
Checked By: SGR
Job No.: –
Date: 12/19/2019
Scale: 1" = 50'
FIELD DATE: –
CREW: –
CREW: –
FB – PG
FB – PG

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

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of INTENT MEETING HELD 03-05-2020 – VACATE A PORTION OF 1ST ADDITION Wesleyan Terrace Subdivision in the _____ Court was published in said newspaper in the issues of FEBRUARY 13 & 20, 2020

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

PUBLISHER

Sworn to and subscribed before me this 20TH day of FEBRUARY A.D., 2020

PAULA D. TURNER
NOTARY PUBLIC

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

NOTICE OF INTENTION TO CONSIDER VACATION OF PLAT

NOTICE IS HEREBY GIVEN in accordance with Section 177.101, Florida Statutes, that the Board of County Commissioners of Escambia County, Florida, will consider at a public meeting to be held at 5:33 p.m. on March 5, 2020 in the Ernie Lee Magaha Government Building, Board Meeting Room, First Floor, 221 Palafox Place, Pensacola, Florida, 32502, adoption of a resolution vacating and annulling all or a portion of the plat of First Addition – Wesleyan Terrace subdivision in Escambia County Florida.

The following is the legal description of the platted lands that are subject to the plat vacation:

Vacation of Lots and Right-of-Way

Lots 5, 6, 7, 8, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31 and 32 of Block B, First Addition Wesleyan Terrace as recorded in Plat Book 7, at page 7, of the Public Records of Escambia County, Florida
and
That portion of the Beth Circle (60' R/W) lying south of the extension of the northerly lot line of lots 16 and 21
and
That portion of the Danbury Circle (60' R/W) lying south of the extension of the northerly lot line of Lots 28 and 32
All lying and being in Section 37, Township 2 South, Range 30 West, Escambia County, Florida, and containing 4.95 acres, more or less.

All interested parties may appear at the public meeting and be heard with respect to the proposed plat vacation. A copy of the agenda and other items to be considered at the meeting may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, FL 32502.

Any person who wishes to appeal a decision made with respect to the matter considered at the public meeting will need a record of the proceedings. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based.

In accordance with the Americans With Disabilities Act, persons needing special accommodation or an interpreter to participate in the public meeting should contact the Program Coordinator in the County Administrator office at 595-4947 at least seven days prior to the date of the meeting.

Dated this 7th day of February, 2020.

oaw-2w-02-13-20-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17363 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: 5:34 p.m. Public Hearing - Vacation of Two Drainage Easements Located at the 7200 Block of Hilburn Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for Consideration of the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton.

Recommendation: That the Board take the following action concerning the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton:

A. Approve or deny the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robins Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

BACKGROUND:

On October 13, 2014, a Drainage Easement was executed by Robin's Ridge Development, LLC, (Grantor) in favor of Escambia County (Grantee). The Drainage Easement was recorded on November 25, 2015, in OR Book 7441 at Page 82 in the Official Records of Escambia County by the Grantor. This Drainage Easement was not brought before the Board of County Commissioners of Escambia County nor was the Drainage Easement accepted by the Board. Escambia County is not confirming that it ever had any interest in the Drainage Easement dated October 13, 2014.

To correct the previous Easement that was not Board approved, on August 9, 2017, an overlapping Drainage Easement over the previous Easement was executed by Robin's Ridge Development, LLC, (Grantor) in favor of Escambia County (Grantee). This Drainage Easement was accepted by the Board of County Commissioners of Escambia County on September 7, 2017, and was recorded on September 14, 2017, in OR Book 7777 at Page 476 in the Official Records of Escambia County.

In September 2019, the Petitioner purchased the property located at the 7200 Block of Hilburn Road. The Petitioner has met with the Development Review Committee and has submitted plans for a residential development of 81 lots (Cardinal Cove) with access from Hilburn Road to Burgess Road. The vacation of these two Drainage Easements will allow the Petitioner to develop the petition area and to install a new drainage system on the property.

Staff from the Engineering Department's Stormwater Management Section and from the Public Works Department commented on the Hilburn pond outfall. Cardinal Cove is currently under construction and the new outfall system from Hilburn Grove is nearing completion.

Public Safety nor Environmental Department staff had any concerns with vacating this existing Easement.

There are no utility company concerns with this Petition to Vacate.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property- Section III, and Florida Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioners' agent, who will have them recorded in the public records and will have notices published.

Attachments

Hold Harmless Cardinal Cove
Resolution Cardinal Cove
Notice of Adoption-Cardinal Cove
Certification & Mailing List Cardinal Cove
Aerial Map Cardinal Cove
Drainage Easement 10-13-14
Drainage Easement 9-7-17
Petition to Vacate Cardinal Cove
Proof of Publication Cardinal Cove

HOLD/HARMLESS AGREEMENT

WHEREAS, SNS Iron Rock, LLC hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 809.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.16 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.45 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 84 DEGREES 30 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 307.24 FEET; THENCE GO SOUTH 86 DEGREES 04 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.19 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 421.26 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.46 ACRES MORE OR LESS.

2. Petitioner(s), hereby covenant(s) and agree(s) that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section

III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Witness

Blake McKinney
Print or type name

Witness

Sandra Marsh
Print or type name

SNS Iron Rock, LLC
Corporation or Company Name

Petitioner(s)

Rodney Sutton
Print or type name(s)

Title: Manager

Date: 2-13-2020

STATE OF FL

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 13th day of Feb, 20 20 by Rodney Sutton, as Manager of SNS Iron Rock, LLC, a Florida (__) corporation or (X) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Marie Price
Notary Public

MARIE PRICE
Print or type name

Commission Expires: 3-14-22

Commission Number: GG 170451

MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. GG 170451
MY COMMISSION EXPIRES MARCH 14, 2022

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, SNS Iron Rock, LLC ha s petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 84 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), SNS Iron Rock, LLC, ha s caused to be published on February 20, A.D., 20 20, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:34 p.m. on March 5, A.D., 2020 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.46 ACRES MORE OR LESS.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on March 5, A.D., 20 20, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.46 ACRES MORE OR LESS.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 1/14/2020.

Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (x) physical presence or (__) online notarization, this 25th day of February, 2020 by Rodney Sutton, as Manager of SNS Iron Rock, LLC, a Florida (__) corporation or (x) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Marie Price
Notary Public

MARIE PRICE
Print or type name

(Notary Seal must be affixed)

MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. GG 170451
MY COMMISSION EXPIRES MARCH 14, 2022

Commission Expires: 3-14-22
Commission Number: GG 170451

Mailing List (1,500' radius) Petitioner: SNS Iron Rock, LLC Petition Date: 1/14/2020

Name	Address	City/State/ZIP Code
JENNINGS EUGENE R LIFE EST &	1505 ATWOOD DR	PENSACOLA, FL 32514
JOHNSTON AARON A	8081 NALO CREEK LOOP	PENSACOLA, FL 32514
VILLAGE CAPITAL & INVESTMENT LLC	1 CORPORATE DRIVE SUITE 360	LAKE ZURICH, IL 60047
ULLAH VALENCIA	8073 NALO CREEK LOOP	PENSACOLA, FL 32514
PALERMO OLIVIA N	1132 B GILMORE DR	KEY WEST, FL 33040
YOUNG EMILY	8065 NALO CREEK LOOP	PENSACOLA, FL 32514
BONNER LARRY T	8061 NALO CREEK LOOP	PENSACOLA, FL 32514
GONZALEZ ROGER J &	8057 NALO CREEK LOOP	PENSACOLA, FL 32514
DAVIS CARTER L &	8053 NALO CREEK LOOP	PENSACOLA, FL 32514
POST ASHLEY M	8049 NALO CREEK LOOP	PENSACOLA, FL 32514
POORMAN CHAD W	8045 NALO CREEK LOOP	PENSACOLA, FL 32514
JONES RONNIE E TRUSTEE FOR JONES RON LIVING TRUST	2618 TINOSA CIR	PENSACOLA, FL 32526
MOORER KIM M	8037 NALO CREEK LOOP	PENSACOLA, FL 32514
WADE TRINA D	8033 NALO CREEK LOOP	PENSACOLA, FL 32514
SCAPIN MICHAEL &	8078 NALO CREEK LOOP	PENSACOLA, FL 32514
GARCIA ANDRES H	8074 NALO CREEK LOOP	PENSACOLA, FL 32514
KOCHANOWICZ JEREMY J &	8070 NALO CREEK LOOP	PENSACOLA, FL 32514
JOHNSON DANIEL P	PSC 103 BOX 4907	APO, AE 09603
MCCARTY RODERICK	8062 NALO CREEK LOOP	PENSACOLA, FL 32514
JEFFERSON TYIESHA LASHON	8054 NALO CREEK LOOP	PENSACOLA, FL 32514
MINTON CRISTINA A	8050 NALO LOOP	PENSACOLA, FL 32514
BREEDLOVE RONALD C &	8046 NALO CREEK LOOP	PENSACOLA, FL 32514
CASASOLA LUIS	5131 CRESSINGHAM DR	FORT MILL, SC 29707
HANKS LORI	769 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
CHAFFIN BRYAN D &	765 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
HENDERSON DON C III &	761 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
ORTIZ LOPEZ JUAN C &	757 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
LAND CODY P &	1676 SW 16TH AVENUE	OAK HARBOR, WA 98277
SHACK DANNY C JR	7460 LARNE LANE	LORTON, VA 22079
MEDINA RAFAEL	2133 MAIN ST APT 3	SANTA CLARA, CA 95050
BYRAM PHILLIP T	741 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
OVERSON BETTY ANNE	750 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
JACOB ROBERT A LIFE EST	754 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
CHASTAIN MISTY	758 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
JOHNSON QUINCY RENEA	762 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
SPIVEY DOUGLAS G	766 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
WONG BERNARDSON	770 FORGOTTEN CREEK LN	PENSACOLA, FL 32514
DRUMM MICHAEL D &	7994 NALO CREEK LOOP	PENSACOLA, FL 32514
ALRIFAI ZEINA	1549 AIRPORT BLVD # 410	PENSACOLA, FL 32504
PETERLEVITZ GUSTAVO M	6060 FOREST GREEN RD	PENSACOLA, FL 32505
HAYNES DANIEL M	14002 AMBROSIA ST	CORPUS CHRISTI, TX 78418
REED ANDREW ANTHONY	7978 NALO CREEK LOOP	PENSACOLA, FL 32514
MUISE CHRISTOPHER DANIEL	7995 NALO CREEK LOOP	PENSACOLA, FL 32514
DIXON REBECCA	7999 NALO CREEK LOOP	PENSACOLA, FL 32514
FISHER JOHN C	11170 BOONER CIR	PENSACOLA, FL 32526
BLACK VENDOL A III	8007 NALO CREEK LOOP	PENSACOLA, FL 32514
ENCISO JUAN DAVID	750 LAKE RIDGE LN	PENSACOLA, FL 32514
SEGER LEROY L	8029 NALO CREEK LOOP	PENSACOLA, FL 32514
LOST CREEK OWNERS ASSOCIATION INC	5460 CREEKVIEW LN	PACE, FL 32571
ESCAMBIA COUNTY	221 PALAFOX PL STE 420	PENSACOLA, FL 32502
EMERALD COAST UTILITIES AUTHORITY	PO BOX 17089	PENSACOLA, FL 32522
PENNIMAN ERWIN E TRUSTEE	1057 ECHO CIRCLE	PENSACOLA, FL 32514
BROWN CHARLOTEE	20020 DONOVAN DRIVE	SEMINOLE, AL 36574
METZGER GAYE	1151 E BLOUNT ST	PENSACOLA, FL 32503
GULF TIMBERLANDS INC	5460 CREEKVIEW LN	PACE, FL 32571
POWELL JANET LOUISE &	801 E OLIVE RD	PENSACOLA, FL 32514
PARKER WALTER S	800 CODY LN	PENSACOLA, FL 32514

TAYLOR DONALD W	820 CODY LN	PENSACOLA, FL 32514
MCCARVER ELIZABETH MARIE	830 CODY LN	PENSACOLA, FL 32514
TAYLOR MICHAEL W	810 CODY LN	PENSACOLA, FL 32514
SCHAAG RONDA M	845 CODY LN	PENSACOLA, FL 32514
NEIDIGH KARL R	801 CODY LANE	PENSACOLA, FL 32506
FIRST KOREAN AMERICAN BAPTIST	2410 W FAIRFIELD DR	PENSACOLA, FL 32505-5138
PENNIMAN EDWARD A	1055 ECHO CIR	PENSACOLA, FL 32514
MCKEE ROBERT	351 HOLLY ST	PENSACOLA, FL 32514
MCWILLIAMS G CLEVELAND	3288 HWY 29 N	CANTONMENT, FL 32533
GENESIS PROPERTIES AND DEVELOPMENT OF PENSACOLA	1300 E OLIVE RD	PENSACOLA, FL 32514
DAWSON ESTER F	7705 HILBURN RD	PENSACOLA, FL 32514
SEWELL JOAN F	615 OAK ST NW	FORT WALTON BEACH, FL 32548
SAGEBIEL CAROL	4340 MONTAGE DR	PENSACOLA, FL 32504
METHODIST HOME FOR THE	1520 COOPER HILL RD	BIRMINGHAM, AL 35210
TOUPS GRETCHEN	777 MONTEREY SALINAS HWY	SALINAS, CA 93908
EUBANKS VICKY L	7902 HEIRLOOM DR	PENSACOLA, FL 32514
CURRIE KIMBERLY A	7898 HEIRLOOM DR	PENSACOLA, FL 32514
COLE KENNETH M	7894 HEIRLOOM DR	PENSACOLA, FL 32514
PEARSON TASHA M AARTS	8840 THUNDERBIRD DR	PENSACOLA, FL 32514
SERBANESCU TRAIAN D &	8768 LUPINE LN	PENSACOLA, FL 32526
SCHERLING STEVEN E	7882 HEIRLOOM DR	PENSACOLA, FL 32514
HALE LAURA R &	7428 18TH ST	RIO LINDA, CA 95673
FLICK JOSHUA C	200 PENSACOLA BEACH RD APT I 3	GULF BREEZE, FL 32561
THOMPSON BRITTANY L &	7870 HEIRLOOM DR	PENSACOLA, FL 32514
GRANDISON BRIAN L	7866 HEIRLOOM DR	PENSACOLA, FL 32514
BROWN JERRY J	977 TINSON CIRCLE	PENSACOLA, FL 32514
HARRIS LESTER R	981 TINSON CIR	PENSACOLA, FL 32514
CHESSER JULIA S	2956 VIKING WAY	TALLAHASSEE, FL 32308
BRENNEISEN JANET L	7909 HEIRLOOM DR	PENSACOLA, FL 32514
PATRICK RUPERT	7901 HEIRLOOM DR	PENSACOLA, FL 32514
ANDERS MARTINA	7897 HEIRLOOM DR	PENSACOLA, FL 32514
MOORE BRITTA CHRISTINA SCHUELER	7893 HEIRLOOM DR	PENSACOLA, FL 32514
OTTS CAROL C	7889 HEIRLOOM DR	PENSACOLA, FL 32514
APPELT LINDA K	7885 HEIRLOOM DR	PENSACOLA, FL 32514
DREIS WILLIAM V	7881 HEIRLOOM DR	PENSACOLA, FL 32514
WOODARD KEVIN A	7877 HEIRLOOM DR	PENSACOLA, FL 32514
CAYER JOHN B	900 W TENNESSEE ST	TALLAHASSEE, FL 32304
CASTELUCCI CHARLES E	7869 HEIRLOOM DR	PENSACOLA, FL 32514
WILLETT MADELINE J &	7865 HEIRLOOM DR	PENSACOLA, FL 32514
PEDDRICK DAVID M	7861 HEIRLOOM DR	PENSACOLA, FL 32514
SCARBOROUGH ERIC	865 D COUNRTY CLUB DRIVE	LIBERTYVILLE, IL 60048
HINSEY RENEE N	7841 HEIRLOOM DR	PENSACOLA, FL 32514
PIELER CATHERINE A	7837 HEIRLOOM DR	PENSACOLA, FL 32514
CABRILO NEBOJSA &	3210 SW TIMBERLAKE LN	TOPEKA, KS 66614
CORDER LANCE D &	1947 SEQUOIA SR	WAVERLY, AL 36879
BOYEA ROBERT A &	7858 STONEBROOK DR	PENSACOLA, FL 32514
ENFINGER JUDITH E	7862 STONEBROOK DR	PENSACOLA, FL 32514
BONNELL MAC G	7866 STONEBROOK DR	PENSACOLA, FL 32514
GAFFNEY STEPHANIE W TERRY	7836 HEIRLOOM DR	PENSACOLA, FL 32514
LEO CHARLES S JR	7830 HEIRLOOM DR	PENSACOLA, FL 32514
CHOAT AMANDA M	7447 NORTHPOINTE BLVD	PENSACOLA, FL 32514
BELTRAMI PATRICIA A	7822 HEIRLOOM DR	PENSACOLA, FL 32514
JOHNSON ROGER K JR	7810 HEIRLOOM DR	PENSACOLA, FL 32514
LOLLAR REBECCA A	7814 HEIRLOOM DR	PENSACOLA, FL 32514
JOHNSON ROGER K JR &	7810 HEIRLOOM DR	PENSACOLA, FL 32514
IRIZARRY NICOLE D	7806 HEIRLOOM DR	PENSACOLA, FL 32514
HAUS LLC	1406 N DALE MABRY HWY STE 300	TAMPA, FL 33607
FOUTS WILLIAM C	7798 HEIRLOOM DR	PENSACOLA, FL 32514
BRISCH STEPHEN MARK LIFE EST	7794 HEIRLOOM DR	PENSACOLA, FL 32514
ACHESON GEANNIE L	7790 HEIRLOOM DR	PENSACOLA, FL 32514
MCINTURFF TERESA	7865 STONEBROOK DR	PENSACOLA, FL 32514

MEADOWS WHITNEY B	7861 STONEBROOK DR	PENSACOLA, FL 32514
BARRY FREDERIC P	7857 STONEBROOK DR	PENSACOLA, FL 32514
HARDEE BETTY L	7793 HEIRLOOM DR	PENSACOLA, FL 32514
USCILOWICZ RUSSELL &	7789 HEIRLOOM DR	PENSACOLA, FL 32514
SILVERTON OF PENSACOLA HOMEOWNERS ASSN	908 GARDENGATE CIR	PENSACOLA, FL 32504
GULF TIMBER LANDS INC	5460 CREEKVIEW LN	PACE, FL 32571
BLEDSOE PAMELA D &	6832 CEDAR LAKE DR	PENSACOLA, FL 32526
BUTLER JAMES T	7379 GIBSON RD	MOLINO, FL 32577
WOODS MELVIN B	813 BROOK MEADOW LN	PENSACOLA, FL 32514
HURSKY CARL H	12197 GENERAL OTT RD	HAMMOND, LA 70403
BAKER JANE C	805 BROOK MEADOW LN	PENSACOLA, FL 32514
AVERA JANIE L	7694 BROOK MEADOW DR	PENSACOLA, FL 32514
FOSTER BRENDAN M	7922 STONEBROOK DR	PENSACOLA, FL 32514
JERNIGAN LISA	7918 STONEBROOK DR	PENSACOLA, FL 32514
NEGRON HECTOR M	7914 STONEBROOK DR	PENSACOLA, FL 32514
RAMACHANDRAN SANTHA	7910 STONEBROOK DR	PENSACOLA, FL 32514
EVERS WAYNE K	1255 PLATA CANADA DR	CANTONMENT, FL 32533
SUDDARTH CHRISTINA	41895 CATHEDRAL VALLEY SQ UNIT 403	SOUTH RIDING, VA 20105
RESERVE PROPERTIES LLC	PO BOX 14274	TALLAHASSEE, FL 32317
HIGDON R G &	9713 HOLLOWBROOK DR	PENSACOLA, FL 32514
BONIFAY CALLIE JO	7940 LAWTON ST	PENSACOLA, FL 32514
SCHEEL SUSAN	36 MAGNOLIA AVE SE	FORT WALTON BEACH, FL 32548
PETERSON TRAVIS	2335 ARRIVISTE WAY	PENSACOLA, FL 32504-5902
LOHMILLER BETHANY KYLENE MILLER	7878 STONEBROOK DR	PENSACOLA, FL 32514
GARRETT KENNETH E	4119 LYRIC LN	PENSACOLA, FL 32514
MAYES MARGARET ANNE	7870 STONEBROOK DR	PENSACOLA, FL 32514
SAWYER RUTHIE M	7917 STONEBROOK DR	PENSACOLA, FL 32514
SOLOMON MERREL C	7913 STONEBROOK DR	PENSACOLA, FL 32514
SMITH DENNIS K	1014 GILFIN CIR	COLORADO SPRINGS, CO 80915
FOY PETER C	6200 CANOGA AVE SUITE 325	WOODLAND HILLS, CA 91367
BAILEY JENNIFER	7901 STONEBROOK DR	PENSACOLA, FL 32514
PALOMBO HERNAN	13201 NATIONAL DR APT B	TAMPA, FL 33617
RIDENOUR CHARLES	3311 GULF BREEZE PKWY STE 359	GULF BREEZE, FL 32563
STICKLE THOMAS HENRY JR LIFE EST &	1821 MATE CIRCLE	CANTONMENT, FL 32533
BROWN EVELYN CHARLOTTE HEATH	20020 DONOVAN DR	SEMINOLE, AL 36574
UNKEFER KRISTY	209 W CUMBERLAND CIRCLE	LONGWOOD, FL 32799
SMITH JENNIFER L	2813 LANGLEY AVE APT 103	PENSACOLA, FL 32504
WHITFIELD PATRICIA J	528 HEWITT ST	PENSACOLA, FL 32503
WL BLACKWATER 1 LLC	8000 IH 10 WEST #1200	SAN ANTONIO, TX 78230
FLORIDA STATE OF DEPT OF TRANSPORTATION	PO BOX 607	CHIPLEY, FL 32428
CROWE PATRICK H &	380 E BURGESS RD	PENSACOLA, FL 32503
HEINDEL STANLEY K &	7104 RAMPART WAY	PENSACOLA, FL 32505
MCGRAW RONALD	6355 CONFEDERATE DR	PENSACOLA, FL 32503
ROBINSON MARY LEE	6373 CONFEDERATE DR	PENSACOLA, FL 32503
GORDON CHARLES L	6375 CONFEDERATE DR	PENSACOLA, FL 32503
BOYD JUDI C	6377 CONFEDERATE DR	PENSACOLA, FL 32503
TIDWELL ROBERT T	2481 UPPER BIG SPRINGS RD	LAGRANGE, GA 30241
TOZOUR ALVERNA M	6308 VICKSBURG DR	PENSACOLA, FL 32503
CROWE EDWARD H	6310 VICKSBURG DR	PENSACOLA, FL 32503
GRISSETT BOBBY G	6311 VICKSBURG DR	PENSACOLA, FL 32503
WILLIS JOHN A	6309 VICKSBURG DR	PENSACOLA, FL 32503
MILLER BRUCE L TRUSTEE	5935 REYNOSA DR	PENSACOLA, FL 32504
CINTRON JASON &	6303 VICKSBURG DR	PENSACOLA, FL 32503
MILLER BRUCE L TRUSTEE FOR MILLER BRUCE L	5935 REYNOSA DR	PENSACOLA, FL 32504
NOWLING JOSEPH E	6346 APPOMATTOX DR	PENSACOLA, FL 32503
HEALY BETTY JO LIFE ESTATE	6366 APPOMATTOX DR	PENSACOLA, FL 32503
ANDERSON DOUGLAS &	6368 APPOMATTOX DR	PENSACOLA, FL 32503
JONES JAMES P	6374 APPOMATTOX DR	PENSACOLA, FL 32503
GAIDOSH STEPHEN	6396 APPOMATTOX DR	PENSACOLA, FL 32503
DANNELLEY HOWARD D	6390 APPOMATTOX DR	PENSACOLA, FL 32503
GAIDOSH STEPHEN &	6396 APPOMATTOX DR	PENSACOLA, FL 32503

VISSER ALAN	6410 APPOMATTOX DR	PENSACOLA, FL 32503
LOWERY MARY A	6315 APPOMATTOX DR	PENSACOLA, FL 32503
KEGERREIS RIAN P	6363 APPOMATTOX DR	PENSACOLA, FL 32503
HINDERER HELMUTH E	6377 APPOMATTOX DR	PENSACOLA, FL 32503
WEAVER JAMES K	6398 CONFEDERATE DR	PENSACOLA, FL 32503
NELSON RUTHVEN P JR	7615 WINDWOOD WAY	PARKER, CO 80134
BOCK GEORGE N III &	6370 CONFEDERATE DR	PENSACOLA, FL 32503
ENNIS JAMES W	3621 WHISPERWOOD CIRCLE	MELBOURNE, FL 32901
MONTEITH OLEDA MAE	6342 CONFEDERATE DR	PENSACOLA, FL 32503
HOPKINS E W JR	PO BOX 12204	PENSACOLA, FL 32501
BATTEN THOMAS D &	7240 TWIN LAKES LN	PENSACOLA, FL 32504
BLUE SKY PROPERTIES OF PENSACOLA LLC	4261 N GOLDEN RIDGE LN	TUCSON, AZ 85718
PHAM MAI TUY	10706 CROSSCUT DR	PENSACOLA, FL 32506
SMITH PHILLIP Z &	3201 VINEWOOD LN	MILTON, FL 32571
LUKE 16:11 LLC	2650 PLEASANT VALLEY DR	CANTONMENT, FL 32533
HANSEN STEVE	7240 HILBURN RD A	PENSACOLA, FL 32504
SAWYER CHRISTOPHER	7250 HILBURN RD UNIT 2B	PENSACOLA, FL 32504
LOPEZ ALFRED &	PO BOX 31254	CLARKSVILLE, TN 37040-0021
PUTMAN TERRY A	7250 HILBURN RD # 2-A	PENSACOLA, FL 32504
SEABROOK HALEY MINIA	7250 HILBURN RD # 2C	PENSACOLA, FL 32504
WALDROUP JAMES M II	511 WILLIAMS DITCH RD	CANTONMENT, FL 32533
JOINT PROPERTIES OF PENSACOLA LLC	4261 N GOLDEN RIDGE LN	TUCSON, AZ 85718
JAMES KENNETH A	391 KAPOK CT	LONGWOOD, FL 32779
WALDROUP JAMES M	521 WILLIAMS DITCH RD	CANTONMENT, FL 32533
WALDROUP JAMES M II 1/2 &	511 WILLIAMS DITCH RD	CANTONMENT, FL 32533
WG PORTFOLIO AUDOBON LLC &	14 STEUBEN LN	JACKSON, NJ 08527
DREADIN ARTHUR G	420 HILBURN CT	PENSACOLA, FL 32504
HUYNH PHAT DUC	411 W FORT WILLIAM ST	SLYACAUGA, AL 35150
PARAMOUNT CONSTRUCTION & DEVELOPMENT GROUP LLC	5326 TAF LN	MILTON, FL 32570
WILLIAMS ELIZABETH M	PSC 817 BOX 1411	FPO, AE 09622
ARNOLD TEKEITRA	430 HILBURN LN	PENSACOLA, FL 32504
POULIOT STEPHEN J EST OF	432 HILBURN LN	PENSACOLA, FL 32504
DAVIS TAWNI	440 HILBURN LN	PENSACOLA, FL 32504
VALLIANT AUSTIN R	448 HILBURN LN	PENSACOLA, FL 32504
JOHNSON ALACIA DENISE	181 HILBURN CT C-2	PENSACOLA, FL 32504
DANYAL EZZAT F	409 STRANDVIEW DR	PENSACOLA, FL 32534
BOBE BALDWIN	1380 WATSON AVE	PENSACOLA, FL 32503
GULLEY CINDY EST OF	169 HILBURN CT	PENSACOLA, FL 32504
HUANG LARRY	2512 ROSEDOWN DR	CANTONMENT, FL 32533
BUSH DEWEY M	7304 HILBURN RD	PENSACOLA, FL 32504
MONDELLO STEPHANIE A &	7300 HILBURN RD	PENSACOLA, FL 32504
ANDERSON THERESA M LIFE EST	431 HILBURN LN	PENSACOLA, FL 32504
CLARK SUSAN A	433 HILBURN LN	PENSACOLA, FL 32504
BRANCH DAWN M	435 HILBURN LN	PENSACOLA, FL 32504
UMSTEAD MICHAEL W	437 HILBURN LN	PENSACOLA, FL 32504
ZOLNIEREK JULIE ALEXIS	439 HILBURN LN	PENSACOLA, FL 32504
HAMMOND JULIUS L	7900 LE JEUNE DR	PENSACOLA, FL 32514
LEE THOMAS	445 HILBURN LN	PENSACOLA, FL 32504
GENDREAU KWAI CHUN	449 HILBURN LN	PENSACOLA, FL 32504
WHITSON JASON R	350 HILBURN PL	PENSACOLA, FL 32504
VINCENT LAUREN	344 HILBURN PL	PENSACOLA, FL 32504
JULIEN ARSENIO JAHMAAL	1215 BENNING PL	PENSACOLA, FL 32506
MEISSNER ANDREA SUSAN	20891 MORINGSIDE DR	TRABUCO CANTON, CA 92679
GALITO ANNA G	330 HILBURN PL	PENSACOLA, FL 32504
THOMAS ROBERT B LIFE EST	324 HILBURN PL	PENSACOLA, FL 32504
FATH JOHN C &	318 HILBURN PL	PENSACOLA, FL 32504
REXRODE CARL V &	4194 AUDISS RD	MILTON, FL 32583-9039
KELLEY ELIZABETH S	305 HILBURN PLACE	PENSACOLA, FL 32504
GARDNER JOHN L &	309 HILBURN PL	PENSACOLA, FL 32504
EMERSON CONNOR W	313 HILBURN PL	PENSACOLA, FL 32504
BELVIN ERIC D	5418 CLOVER BASIN DR	LONGMONT, CO 80503

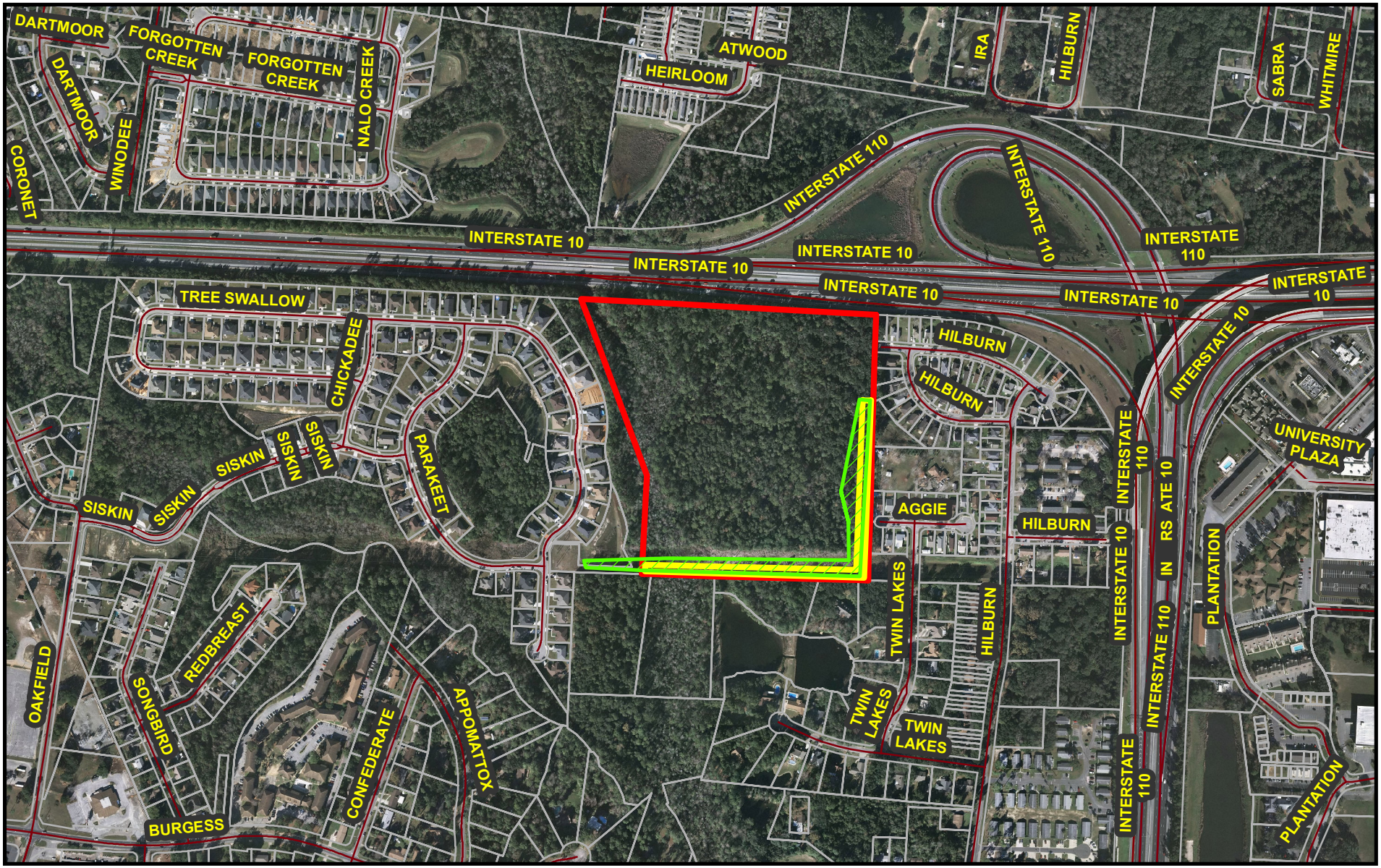
NESTEL ANDREA L	321 HILBURN PL	PENSACOLA, FL 32504
EHMANN KATHERINE	325 HILBURN PL	PENSACOLA, FL 32504
DOMINGUEZ DAVID SANTIAGO &	329 HILBURN PL	PENSACOLA, FL 32504
GREGORY DAVID A	333 HILBURN PL	PENSACOLA, FL 32504
MILES DAVID SCOTT	337 HILBURN PL	PENSACOLA, FL 32504
SNS IRON ROCK LLC	120 E MAIN ST SUITE A	PENSACOLA, FL 32502
FILS GEORGIA M	441 TWIN LAKES DR	PENSACOLA, FL 32504
SALTER KENNETH M &	437 TWIN LAKES DR	PENSACOLA, FL 32504
KEENAN JAMES P & DIANA C TRUSTEES	433 TWIN LAKES DR	PENSACOLA, FL 32504
MCCURDY AARON T	429 TWIN LAKES DR	PENSACOLA, FL 32504
OWEN VICKI LIVING TRUST	PO BOX 1431	WILSON, WY 83014
COFFIELD BARRY L	421 TWIN LAKES DR	PENSACOLA, FL 32504
BAUTER LARRY L	417 TWIN LAKES DR	PENSACOLA, FL 32504
JONES LAWRENCE C JR	413 TWIN LAKES DR	PENSACOLA, FL 32503
TAYLOR ROBERT G &	409 TWIN LAKES DR	PENSACOLA, FL 32504
TAYLOR ROBERT G	409 TWIN LAKES DR	PENSACOLA, FL 32504
BOOTH ANNETTE C	401 TWIN LAKES DR	PENSACOLA, FL 32504
MENCHACA LINDA	401 TWIN LAKES DR	PENSACOLA, FL 32504
FOXWORTH DAVID L	406 TWIN LAKES DR	PENSACOLA, FL 32504
GUIDRY JOHN M	410 TWIN LAKES DR	PENSACOLA, FL 32504
GIAMMARIA DAVID A	418 TWIN LAKES DR	PENSACOLA, FL 32504
THOMAS-COCHRAN ANGELA M	7205 TWIN LAKES LN	PENSACOLA, FL 32504
SCHAILL ANDREA M	7209 TWIN LAKES LN	PENSACOLA, FL 32504
ROBISON MARK	117 MONARCH LN	PENSACOLA, FL 32503
KEIEK PETER B LIFE EST &	7217 TWIN LAKES LN	PENSACOLA, FL 32534
SHADLE THOMAS A	7229 TWIN LAKES LN	PENSACOLA, FL 32504-6344
TWIN LAKES ESTATES C/O ICIE SCHWARTZ	3028 HWY 297A	CANTONMENT, FL 32533
KAESTLE DANIEL W III	7200 TWIN LAKES LN	PENSACOLA, FL 32504
AUDLEMAN WILDA S	7204 TWIN LAKES LN	PENSACOLA, FL 32504
METIVIER BARBARA E	2071 N AMELIA CT	TAHLEQUAH, OK 74464
PENNEBAKER DAVID K	7212 TWIN LAKES LN	PENSACOLA, FL 32504
ROBINSON JOHN ADAMS &	7216 TWIN LAKES LN	PENSACOLA, FL 32504
LISS KENNETH R &	7220 TWIN LAKES LN	PENSACOLA, FL 32504
GARCIA ROBERT	7224 TWIN LAKES LN	PENSACOLA, FL 32504
BAISDEN RICHARD L	7228 TWIN LAKES LN	PENSACOLA, FL 32504
HICKS FRANK J	7232 TWIN LAKES LN	PENSACOLA, FL 32504
ESCAMBIA COUNTY PARK	221 PALAFOX PL STE 420	PENSACOLA, FL 32502
SCHWARTZ HARRY H 1/4 INT &	1125 N SPRING ST	PENSACOLA, FL 32501
CARTER BRADFORD J &	3006 HARLINGTON PL	CANTONMENT, FL 32533
BOYER CHARLES L	6077 HILBURN RD	PENSACOLA, FL 32504
CARLISLE ROBERT J &	6079 HILBURN RD	PENSACOLA, FL 32504
WELLS JUSTIN ALLEN	6085 HILLBURN RD	PENSACOLA, FL 32504
ARMSTEAD FRANK L TRUSTEE FOR	6 JAZZ PL	PENSACOLA, FL 32505
JOLLY IRA JR	6091 HILBURN RD	PENSACOLA, FL 32504
PHILLIPPE BUSINESS ENTERPRISES LLC	2874 GREYSTONE DRIVE	PACE, FL 32571
ROBBINS ALEXA N &	6097 HILBURN RD	PENSACOLA, FL 32504
KONRAD KERRY IRENE BAKER	111 SARATOGA BLVD	HENDERSONVILLE, TN 37075
MORROW PATRICIA D	6073 HILBURN RD	PENSACOLA, FL 32504
CURRY KEVIN S	6071 HILBURN RD	PENSACOLA, FL 32504
CASSIDY JOHN T LIFE EST	6069 HILBURN RD	PENSACOLA, FL 32504
PENNINGTON CYNTHIA A	5935 KEYSTONE RD	PENSACOLA, FL 32504
US BANK NATIONAL ASSOCIATION	4801 FREDERICA ST	OWENSBORO, KY 42301
JEFCOAT DEBBE K	6081 HILBURN RD	PENSACOLA, FL 32504
WHITE PAMELA	6095 HILBURN RD	PENSACOLA, FL 32504
PANETTI AMBER	6063 HILBURN RD	PENSACOLA, FL 32504
MJE PROPERTY LLC	6847 N 9TH AVE STE A #A364	PENSACOLA, FL 32504
SAMUEL WONDWOSSEN	6059 HILBURN RD	PENSACOLA, FL 32504
JAMES MICKEY R	6057 HILBURN RD	PENSACOLA, FL 32504
TEMPLIN SCOTT BRADLEY	6053 HILLBORO RD	PENSACOLA, FL 32504
TAN ANGKIM L	765 S ORLANDO AVE	COCOA BEACH, FL 32931
ALLEN BERRY R LIFE EST	24235 COUNTY ROAD 87	ROBERTSDALE, AL 36567

WHITTY KATELYN MAURA	6047 HILBURN RD	PENSACOLA, FL 32504
CARPENTIER SHAUN C &	6045 HILBURN RD	PENSACOLA, FL 32504
MCKNIGHT REBECCA DAWN	6043 HILBURN RD	PENSACOLA, FL 32504
LEE ALICIA A	6041 HILBURN RD	PENSACOLA, FL 32514
OWENS GARY M	501 E BURGESS RD #G4	PENSACOLA, FL 32504
GOEHRING MICHAEL A &	7235 TWIN LAKES LN	PENSACOLA, FL 32504
BRANTLEY DONALD S 23.38% INT	305 GREEN OAK RIDGE	MARIETTA, GA 30068
BRANTLEY DONALD S &	305 GREEN OAK RIDGE	MARIETTA, GA 30068
OAK KNOLLS ESTATES HOMEOWNERS ASSN INC	7788 LAWTON ST	PENSACOLA, FL 32514
HILBURN INVESTMENT COMPANY LLC	2821 LEBANON PIKE STE 204	NASHVILLE, TN 37214
TUGWELL WILTON E 33 1/3 INT C/O WILTON E TUGWELL	305 GREEN OAK RIDGE	MARIETTA, GA 30068
BERRIOS LUIS M	6123 HILBURN RD	PENSACOLA, FL 32504
PHAM THANH VAN &	6121 HILBURN RD	PENSACOLA, FL 32504
TAVARES MICHAEL C &	6119 HILBURN RD	PENSACOLA, FL 32504
WORLOW WESLEY W	6637 AEGEAN DR	MILTON, FL 32583
LEE ANNE MARIE	6115 HILBURN RD	PENSACOLA, FL 32504-6218
BRISTER BRANDON D	6113 HILBURN RD	PENSACOLA, FL 32504
HARDY TEDENE C	6111 HILBURN RD	PENSACOLA, FL 32504
WIGGINS MORGAN W	6109 HILBURN RD	PENSACOLA, FL 32504
DUERKSEN JAMES F	6107 HILBURN RD	PENSACOLA, FL 32504
JERRALDS JEROME N &	PO BOX 10694	PENSACOLA, FL 32524
RHODES DANIEL R	6103 HILBURN RD	PENSACOLA, FL 32504
COWAN GABRIELA A	15 MILLARD CT	STERLING, VA 20165
FERGUSON BURR JR &	1276 BELLINGHAM DR	OCEANSIDE, CA 92057
MILLER ANTHONY C	1400 AGGIE WAY	PENSACOLA, FL 32504
DUNN SHEKINA CHARLEY 1/2 INT	1412 AGGIE WAY	PENSACOLA, FL 32504
GIPSON FRAZER J	1416 AGGIE WAY	PENSACOLA, FL 32504
IVES KC G	1420 AGGIE WAY	PENSACOLA, FL 32504
STRAIN GORDON G	1731 NW 6TH ST STE H	GAINESVILLE, FL 32504
GREENE PAULA S	1428 AGGIE WAY	PENSACOLA, FL 32504
ROBBELOTH CHRISTOPHER M	1429 AGGIE WAY	PENSACOLA, FL 32504
ANDERSON CHARLES A	1425 AGGIE WAY	PENSACOLA, FL 32504
KENNEY CHRISTOPHER D	1421 AGGIE WAY	PENSACOLA, FL 32504
YOST GEORGE H II	1417 AGGIE WAY	PENSACOLA, FL 32504
ROY VIRGINIA L	1411 AGGIE WAY	PENSACOLA, FL 32504
PATTERSON ASHLEY L	1409 AGGIE WAY	PENSACOLA, FL 32514
HUNT TOD	1405 AGGIE WAY	PENSACOLA, FL 32504
DUTREMBLE KATHRYN	1401 AGGIE WAY	PENSACOLA, FL 32504
L D C INC	PO BOX 12204	PENSACOLA, FL 32591
AUTHEMENT JOHN KEVIN	341 HILBURN PL	PENSACOLA, FL 32504
WEYELS MARTHA E	472 ALLEN CT	PENSACOLA, FL 32504
CRANE CLEO D &	468 ALLEN CT	PENSACOLA, FL 32504
ALLEN BERRY R	24235 COUNTY ROAD 87	ROBERTSDALE, AL 36567
FRANKLIN FRED D	430 ALLEN CT	PENSACOLA, FL 32514
THORSEN CLARA E	1801 FOULIS DR	PENSACOLA, FL 32503
FLORIDA STATE DEPARTMENT OF TRANSPORTATION	PO BOX 607	CHIPLEY, FL 32428
ALFORD STEPHANIE LYNN 50% INT	5617 JONES ST	MILTON, FL 32570
SHARE JOHN M	140 SISKIN LN	PENSACOLA, FL 32503
PRICE CAROL ANN &	144 SISKIN LN	PENSACOLA, FL 32503
WILLIAMS ALFRED JR	148 SISKIN LN	PENSACOLA, FL 32503
GRAWI CAROLYN L	152 SISKIN LN	PENSACOLA, FL 32503
MCCORMICK DORIS R	201 TREE SWALLOW DR	PENSACOLA, FL 32503
NGUYEN HAI DUY &	207 TREE SWALLOW DR	PENSACOLA, FL 32503
LIKELY ROBERT &	211 TREE SWALLOW DR	PENSACOLA, FL 32503
BOYD DERRICK L &	215 TREE SWALLOW DR	PENSACOLA, FL 32503
SHAH JIGAR &	219 TREE SWALLOW DR	PENSACOLA, FL 32503
TRAN ELVIS	291 TREE SWALLOW DRIVE	PENSACOLA, FL 32503
BYRD DAVID E	295 TREE SWALOW DR	PENSACOLA, FL 32503
WILKINS CHRISTINA R &	299 TREE SWALLOW DR	PENSACOLA, FL 32503
JENKINS AARON	303 TREE SWALLOW DR	PENSACOLA, FL 32503
JACOBS DAVID C &	307 TREE SWALLOW DR	PENSACOLA, FL 32503

POTTER DEBORAH DIANE	311 TREE SWALLOW DR	PENSACOLA, FL 32503
MCCLURE MICHAEL	315 TREE SWALLOW DR	PENSACOLA, FL 32503
BATTENBERG FREDERICK L	319 TREE SWALLOW DR	PENSACOLA, FL 32503
NELSON GARRY S	323 TREE SWALLOW DR	PENSACOLA, FL 32503
MATTSON KRISTIN L	327 TREE SWALLOW DR	PENSACOLA, FL 32503
GAUTHIER JEFFREY D	220 TREE SWALLOW DR	PENSACOLA, FL 32503
DEREYNA MILTON R III	335 TREE SWALLOW DR	PENSACOLA, FL 32503
FIELDS JAMES C &	339 TREE SWALLOW DR	PENSACOLA, FL 32503
SMITH CHARLES M &	343 TREE SWALLOW DR	PENSACOLA, FL 32503
BRYANT ERIC W &	347 TREE SWALLOW DR	PENSACOLA, FL 32503
CAMPBELL JORDAN M	351 TREE SWALLOW DR	PENSACOLA, FL 32503
SIMMONS JOSEPH III	355 TREE SWALLOW DR	PENSACOLA, FL 32503
GAINEY JOHN C &	359 TREE SWALLOW DR	PENSACOLA, FL 32503
SELLERS LEVAN JR	363 TREE SWALLOW DR	PENSACOLA, FL 32503
AMOS DOTTY L	367 TREE SWALLOW DR	PENSACOLA, FL 32503
PEARSON ROOSEVELT JR	371 TREE SWALLOW DR	PENSACOLA, FL 32503
RANDOLPH BRYANT L	375 TREE SWALLOW DR	PENSACOLA, FL 32503
FORBES ANDREW N RANGE	379 TREE SWALLOW DR	PENSACOLA, FL 32503
ANDERSON FREDERICK M	383 TREE SWALLOW DR	PENSACOLA, FL 32503
PERRY KENNETH J &	387 TREE SWALLOW DR	PENSACOLA, FL 32503
DOUGLAS DIANA MARIE	391 TREE SWALLOW DR	PENSACOLA, FL 32503
KING ALAN D	395 TREE SWALLOW DR	PENSACOLA, FL 32503
GRIFFIN EARL JR	399 TREE SWALLOW DR	PENSACOLA, FL 32503
GILBERT BRITTANY A	403 TREE SWALLOW DR	PENSACOLA, FL 32503
STREETER DEREK L &	413 TREE SWALLOW DR	PENSACOLA, FL 32503
CRUICKSHANK APRIL	417 TREE SWALLOW DR	PENSACOLA, FL 32503
SHAH PANKAJ S	421 TREE SWALLOW DRIVE	PENSACOLA, FL 32503
PORTER MANUEL	425 TREE SWALLOW DR	PENSACOLA, FL 32503
AMOLE ADESIJI A &	429 TREE SWALLOW DR	PENSACOLA, FL 32503
WEAVER NICK ALEXANDER &	433 TREE SWALLOW DR	PENSACOLA, FL 32503
WOYCITZKY ANDREW N	426 TREE SWALLOW DR	PENSACOLA, FL 32503
UC CHIEN THANG &	422 TREE SWALLOW DR	PENSACOLA, FL 32503
FOUNTAIN ORDIERES A	418 TREE SWALLOW DR	PENSACOLA, FL 32503
KING REGINALD &	414 TREE SWALLOW LN	PENSACOLA, FL 32503
SWEAT LINDA MAE	6305 PARAKEET TRL	PENSACOLA, FL 32503
BRENNAN BENJAMIN M	6309 PARAKEET TRL	PENSACOLA, FL 32503
DONNELLY LEO J	6325 PARAKEET TRL	PENSACOLA, FL 32503
REEVES CARL E	6329 PARAKEET TRL	PENSACOLA, FL 32503
TALLMAN ANDREW	6333 PARAKEET TRL	PENSACOLA, FL 32503
BAYONA JOSE M &	6337 PARAKEET TRL	PENSACOLA, FL 32503
HUMBERT GORDON H	159 SISKIN LN	PENSACOLA, FL 32503
HUFFMAN TRAVIS W	155 SISKIN LN	PENSACOLA, FL 32503
JOHNSON CHRISTOPHER &	151 SISKIN LN	PENSACOLA, FL 32503
PITTS JEFFREY T SR	145 SISKIN LN	PENSACOLA, FL 32503
YU JIA ZHI &	141 SISKIN LN	PENSACOLA, FL 32503
CHAPPELEAR ROBERT E	200 TREE SWALLOW DR	PENSACOLA, FL 32503
PARKER REGINALD D	204 TREE SWALLOW DR	PENSACOLA, FL 32503
NGUYEN NGOC V	206 TREE SWALLOW DR	PENSACOLA, FL 32503
MISHRA AMITABH	323 TREE SWALLOW DR	PENSACOLA, FL 32503
BECKER JANET M LIFE EST	216 TREE SWALLOW DR	PENSACOLA, FL 32503
GAUTHIER JEFFREY D &	220 TREE SWALLOW DR	PENSACOLA, FL 32503
NGUYEN KHOI B	224 TREE SWALLOW DR	PENSACOLA, FL 32503
JONES CARLA SCOTT	290 TREE SWALLOW DR	PENSACOLA, FL 32503
ALQASSIM MAJEDAH SAAD	294 TREE SWALLOW DR	PENSACOLA, FL 32503
BROWN DEXTER G	298 TREE SWALLOW DR	PENSACOLA, FL 32503
BAILEY FLORENCE WASHINGTON	302 TREE SWALLOW DR	PENSACOLA, FL 32503
SNOWDEN DOUGLAS M &	306 TREE SWALLOW DR	PENSACOLA, FL 32503
MERCER RICHARD G &	310 TREE SWALLOW DR	PENSACOLA, FL 32503
BROOKS TAVARIS R &	314 TREE SWALLOW DR	PENSACOLA, FL 32503
BENNETT CHRISTOPHER	6200 CHICKADEE PASS	PENSACOLA, FL 32503
BROWN CYNTHIA VAUGHN	1815 PALM WARBLER LN	RUSKIN, FL 33570

SHINE MICHAEL A &	6208 CHICKADEE PASS	PENSACOLA, FL 32503
MELTON JEFFREY B SR	6212 CHICKADEE PASS	PENSACOLA, FL 32503
TRAN MINH H &	322 TREE SWALLOW DR	PENSACOLA, FL 32503
STOODT BROOKS &	326 TREE SWALLOW DR	PENSACOLA, FL 32503
HESS DAVID A	330 TREE SWALLOW DR	PENSACOLA, FL 32503
ESTES GREGORY L	4000 W JEFFERSON ST	JOLIET, IL 60431
WANG SHANSHAN &	6365 PARAKEET TRL	PENSACOLA, FL 32503
RIVERS STACEY L	4115 APPLECREEK BEND DR	STAFFORD, TX 77477
WASHINGTON KATRINA D	6355 PARAKEET TRL	PENSACOLA, FL 32503
SENG VANNAK &	6351 PARAKEET TRL	PENSACOLA, FL 32503
ROBB ERNEST E JR	6347 PARAKEET TRL	PENSACOLA, FL 32503
BIANCO YELENA S	6343 PARAKEET TR	PENSACOLA, FL 32503
WEEMS CRAIG A &	6320 PARAKEET TRAIL	PENSACOLA, FL 32503
WAITS PATRICK E &	6324 PARAKEET TRL	PENSACOLA, FL 32503
TALLMAN ANDREW C	6333 PARAKEET TRL	PENSACOLA, FL 32503
HARPER CEDRIC D	4342 FIELDSTONE DR	RAPID CITY, SD 57703
HEATH SAMUEL L &	6342 PARAKEET TRL	PENSACOLA, FL 32503
FISCHER JEFFREY M	804 MEADWOOD LN	WARMINSTER, PA 18974
WILLIS STEPHEN L	6356 PARAKEET TRL	PENSACOLA, FL 32503
DENNING WARREN MALCOLM JR	6360 PARAKEET PL	PENSACOLA, FL 32503
DOWTY JAMES A	6364 PARAKEET TRL	PENSACOLA, FL 32503
DAUBA JOEL &	6368 PARAKEET TRL	PENSACOLA, FL 32503
GODWIN ANTHONY D	6372 PARAKEET TRL	PENSACOLA, FL 32503
TODD TRISTIAN &	348 TREE SWALLOW DR	PENSACOLA, FL 32503
GIBSON KEITH W &	356 TREE SWALLOW DR	PENSACOLA, FL 32503
ORLINO JASON &	362 TREE SWALLOW DR	PENSACOLA, FL 32503
MCGEE CASEY JR &	366 TREE SWALLOW DR	PENSACOLA, FL 32503
ROSADO GERARD	370 TREE SWALLOW DR	PENSACOLA, FL 32503
KNIGHT JOSEPH &	378 TREE SWALLLOW DR	PENSACOLA, FL 32503
SIMPSON VINCENT L	384 TREE SWALLOW DR	PENSACOLA, FL 32503
DAVIS WILLIE R	388 TREE SWALLOW DR	PENSACOLA, FL 32503
MURPHY CHRISTOPHER A	392 TREE SWALLOW DR	PENSACOLA, FL 32503
NEAL BRIAN B	PSC 251 BOX 2075	APO, AP 96542
SEELY RICHARD H &	402 TREE SWALLOW DR	PENSACOLA, FL 32503
COX KENNETH D &	406 TREE SWALLOW DR	PENSACOLA, FL 32503
ROBINS RIDGE HOMEOWNERS ASSOCIATION C/O MYHOMESPO	225 N PACE BLVDD	PENSACOLA, FL 32505
CIRCLE K STORES INC STE M	25 WEST CEDAR ST	PENSACOLA, FL 32502
OM HANUMAN HOSPITALITY INC	7226 PLANTATION RD	PENSACOLA, FL 32504
PARK AVENUE HOTEL GROUP FLORIDA LLC	4780 ASHFORD DUNWOODY RD STE A-137	ATLANTA, GA 30338
ESCAMBIA COUNTY, REAL ESTATE ACQUISITION	3363 WEST PARK PLACE	PENSACOLA, FL 32505

REQUEST TO VACATE: TWO DRAINAGE EASEMENTS LOCATED AT THE 7200 BLOCK OF HILBURN ROAD
Petitioner: SNS Iron Rock, LLC



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 1/8/2020 DISTRICT 3

2016
Aerial Photo

Petitioner's Property

2014 Drainage Easement to be vacated (OR Book 7441, Pg 82)

2017 Drainage Easement to be Vacated (OR Book 7777, Pg 476)

Recorded in Public Records 11/25/2015 at 10:53 AM OR Book 7441 Page 82, Instrument #2015089842, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 2014 between **Robin's Ridge Development, LLC, A Florida Limited Liability Company,** party of the First Part, and **Escambia County, a Political Subdivision of the State of Florida**, as Party of the Second Part.

W I T N E S S E T H:

THAT WHEREAS, the Party of the Second Part proposes to construct and maintain a drainage easement across real property located in Section 29, Township 1 South, Range 30 West, Escambia County, Florida;

AND WHEREAS, the Party of the First Part is the owner of the hereinafter described real property, over, across and upon which said drainage easement;

NOW, THEREFORE, it is hereby agreed as follows:

The Party of the First Part does hereby bargain, sell, convey, transfer and delivery unto Board of County Commissioners of Escambia County, Florida, a drainage easement 20 feet in width for the purpose of construction and/or maintaining a drainage easement and the right of ingress and egress over and across the hereinafter described property upon which the said drainage easement is to be located for the sole purpose of maintaining the drainage easement on the following described property, to-wit:

DESCRIPTION

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

IT IS FURTHER AGREED that the Party of Second Part shall not construct or develop in such a manner that would burden the easement area with material additional drainage than the easement is burdened as of the execution of this Agreement. Any construction on the easement shall be approved by the Party of the First Part, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD, said easement unto the Board of County Commissioners of Escambia County, Florida, and its successors and assigns, forever,

The Party of the First Part does hereby covenant with the Party of the Second Part that he is lawfully seized and possessed of the real property above described, that he has a good and lawful right to convey the same, or any part thereof, and that it is free from all encumbrances.

IN WITNESS WHEREOF; the Party of the First Party hereto has hereunto set this hand and seal the date first above written.

Signed, Sealed and Delivered
In the presence of:

WITNESS:

WITNESS:

Robin's Ridge Development, LLC

By: _____
Rodney A. Sutton, its Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, personally appeared Rodney A. Sutton, who is personally known to me or who has produced _____ as identification and who did/did not take an oath, and who is known to me to be the individual described in and who is known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that the same was executed for the purpose herein expressed.

WITNESS my hand and official seal this 13th day of October, 2014.

Printed Name: Ashleigh McLean
Notary Public
My Commission Expires:

ASHLEIGH McLEAN
My Commission EE130726
Expires September 15, 2015

Recorded in Public Records 9/14/2017 10:51 AM OR Book 7777 Page 476, Instrument #2017071671, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00 Deed Stamps $0.70

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Hilburn Grove
29-1S-30-1103-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT
(Limited Liability Company)

THIS DRAINAGE EASEMENT made this 9th day of August, 2017, by and between Robins Ridge Development, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is 120 East Main Street, Suite A, Pensacola, Florida 32502 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 29, Township 1S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily

removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Robins Ridge Development, LLC

Witness Mary Warnick
Print Name Mary Warnick

Witness Sandra Marsh
Print Name Sandra Marsh

By: Rodney A. Sutton, as Manager for Robins Ridge Development, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9TH day of AUGUST, 2017, by Rodney A. Sutton, as Manager for Robins Ridge Development, LLC, on behalf of the company. He (x) is personally known to me, or (_) produced current _____ as identification.

(Notary Seal) MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. FF 79418
MY COMMISSION EXPIRES MARCH 14, 2018

Marie Price
Signature of Notary Public

MARIE PRICE
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the 7th day of September, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 7th day of September, 2017,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

Deputy Clerk

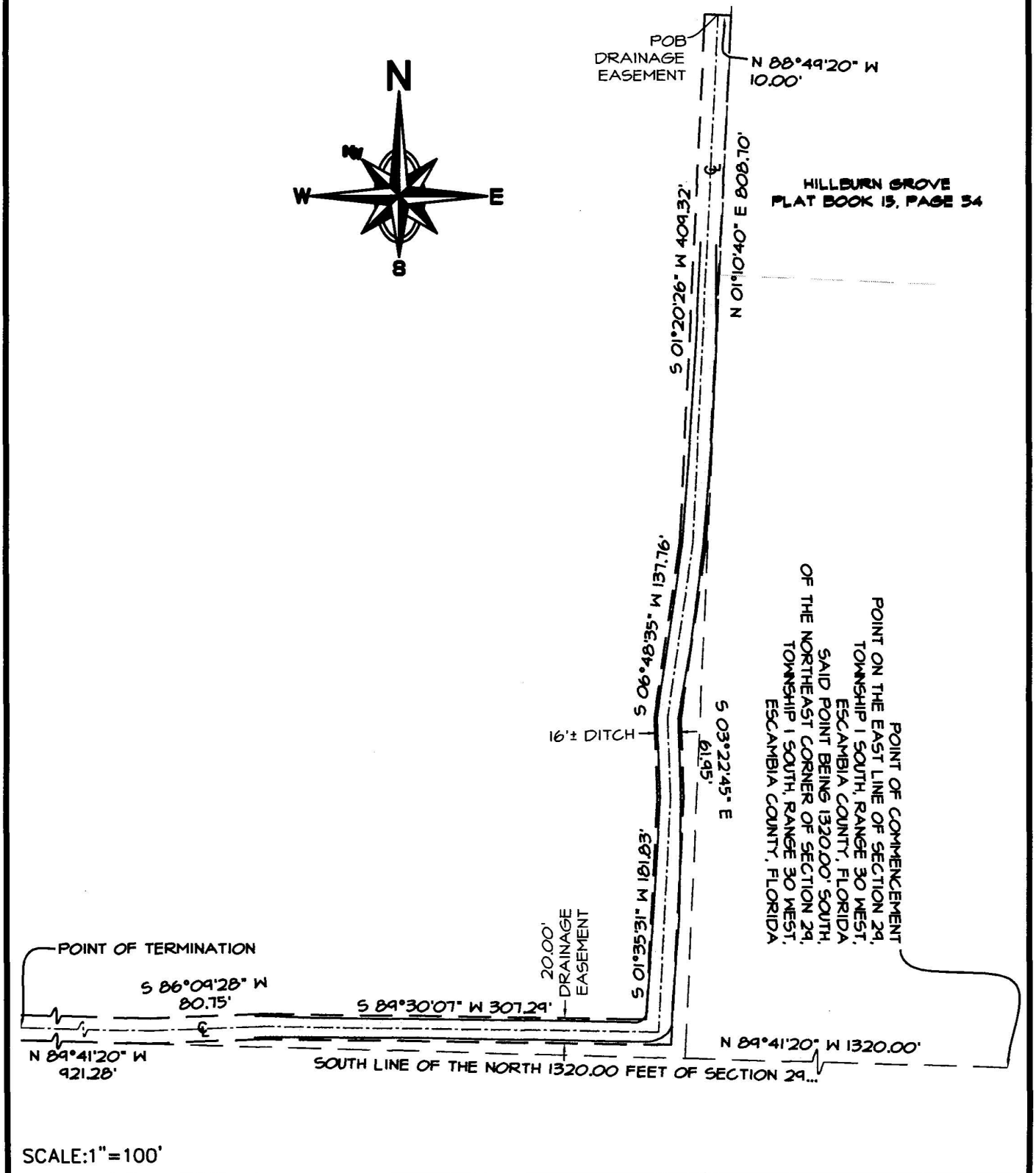
BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed
9/7/2017

This document approved as to form and legal sufficiency.
By
Title Asst County Attorney
Date Aug 6, 2017

Exhibit "A"

DESCRIPTION DRAWING | JOB NO.: 10-19786-17



SCALE:1"=100'

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

DESCRIPTION DRAWING	JOB NO.: 10-19786-17

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

Fred R. Thompson 7/18/2017

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE:1"=100'

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

A Drainage Easement from Robin's Ridge Development, LLC to Escambia County, recorded on 11-25-15 in OR Book 7441, Page 82 located in the 7200 Block of Hilburn Road, and a Drainage Easement from Robin's Ridge Development, LLC to Escambia County, recorded on 9-14-17 in OR Book 7777, Page 476 located in the 7200 Block of Hilburn Road.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), SNS Iron Rock, LLC presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

2. That the Petitioner(s), SNS Iron Rock, LLC desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-

way, alleyway, or other land described above and lying and being in Section(s) 29 Township 1S Range 30 West and recorded in OR 7441 Pg 82 & OR 7777 Pg 476 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

SNS Iron Rock, LLC
Petitioner(s) Name

120 E. Main Street, Suite 'A'
Street Address

Pensacola FL
City State

850-429-8640
Phone Number

Rodney Sutton
Agent's Name

850-429-8640
Agent's Phone Number

1/14/2020
Date:

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

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of HEARING TO VACATE 03-05-2020 - OR 7441, PG 82 & OR 7777, PG 476 in the _____ Court was published in said newspaper in the issues of FEBRUARY 20, 2020

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

PUBLISHER

Sworn to and subscribed before me this 20TH day of FEBRUARY A.D., 2020

PAULA D. TURNER
NOTARY PUBLIC

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

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on March 5th, A.D., 2020, at 5:34 p.m., in the Board meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Board Chambers, Room 100, 221 Palafox Place, Pensacola, Florida, for the Board of County Commissioners to consider the advisability of vacating, abandoning, and closing the following described public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline.

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet;

Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning. Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320.00 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

Said petition has been filed by SNS Iron Rock, LLC and you, as an individual whose property lies within 1,500 feet of said dedicated road rights-of-way, alleyway or other land are entitled to notice of Public Hearing on said petition. If you have any questions, please contact the Real Estate Acquisition Division of the County Engineering Department, at 595-3440.

Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings, should contact the County Administrator's office at 595-4900 at least 72 hours in advance of the meeting.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17565 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 03/05/2020

Issue: 5:35 p.m. Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Funding for Operating and Capital

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects

Recommendation: That the Board take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 Funds, for operating and capital expenses:

A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for $3,648,678 in Federal Assistance, for Operating and Capital expenses;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPERATE COVER:

- **5307 Grant Application for Fiscal Year 2019/2020**

[The Grant Application is for a total of $3,648,678. Operating Assistance of $2,500,000 requires a local 50% match. Operating costs will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the Fiscal Year 2020 Budget. Preventive Maintenance, ADA Paratransit service, Baldwin County and Safety requires a 20% local match of $337,169.50. The 20% local Match is covered by Florida Toll Revenue Credits.]

BACKGROUND:

FTA guidelines require that all Applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA publishes apportionments annually and have apportioned $3,582,564 to Escambia County for Fiscal Year 2020 . An additional $66,114 has been apportioned to Baldwin County. Mass Transit staff recommend that Escambia County Board of County Commissioners apply for these apportionments by approving this Application for the below Program of Projects:

BUDGET CATEGORY	DEFINITION / REASONING	PROJECT COST
Preventive Maintenance	Preventive Maintenance is defined as all maintenance costs related to vehicles and non-vehicles in relation to fixed route services and associated costs required to preserve or extend that functionality and serviceability of the asset in a cost effective manner.	**$681,209**
ADA Paratransit Service	A maximum of 10% of the grant amount is eligible for ADA reimbursement, these funds are used to offset payments made to the Paratransit Contractor.	**$364,868**
Operating Assistance	Operating Costs associated with Fixed Route service including Operator Salaries	**$2,500,000**
Safety	The FTA requires that grantees spend at least 1% of grant funds on Safety and Security measures.	**$36,487**
Transit Development Plan (TDP) Major Update	The Major TDP update is done in conjunction with the FL-AL TPO. Florida Rule 14-73 requires a major TDP update is submitted to FDOT every 5 years.	**$200,000**

Baldwin County	At the May 15,2014 BOCC regular meeting, the Board approved an MOA between Escambia County and Baldwin County for Escambia County to pass through Pensacola UZA Alabama funding apportioned from the FTA. Moving Ahead for Progress in the 21st Century Act (MAP-21) apportions the Pensacola UZA in Florida and the Pensacola UZA in Alabama	**$66,114**
Total		**$3,648,678**

BUDGETARY IMPACT:

The Grant Application is for a total of $3,648,678. Operating Assistance of $2,500,000 requires a local 50% match. Operating costs will be reimbursed at 50% up to the allowed maximum of $2,500,000. The local match is included in the Fiscal Year 2020 Budget. Preventive Maintenance, ADA Paratransit service, Baldwin County and Safety requires a 20% local match of $337,169.50. The 20% local Match is covered by Florida Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Administrator has reviewed as to form and legal sufficiency.

PERSONNEL:

No change in personnel results from this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board of County Commissioners Comprehensive Plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will electronically file all required documentation, and will coordinate with FTA and FDOT for all necessary funding activities.

Attachments

Resolution

RESOLUTION NUMBER R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5307, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to make urbanized area formula grants for capital projects, planning, job access and reverse commute projects, and operating costs of equipment and facilities for use in public transportation in an urbanized area with fewer than 200,000 individuals; and

WHEREAS, the recipient of an urbanized area formula grant from the USDOT shall be required to provide additional funds as the local matching share of net project costs; and

WHEREAS, the recipient of federal financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination; and

WHEREAS, the recipient of such assistance shall also make a good faith effort to utilize minority business enterprises to the fullest extent possible in connection with grant funded projects and definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultants and other services.

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file a grant application on behalf of Escambia County with the USDOT for aid in financing the planning and capital assistance program of projects and budget (FY20) pursuant to 49 U.S.C. §5307.

Section 3. That the County Administrator is authorized to execute and file with the grant application an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 4. That the Mass Transit Director is authorized to file the grant application and any other documents required by the USDOT for the administration of this program of projects and budget (FY20) on behalf of Escambia County utilizing the Federal Transportation Award Management System (TrAMS).

Section 5. That the County Administrator is authorized to furnish such additional information as the USDOT may require in connection with the grant application for the planning and capital assistance program of projects and budget (FY20) on behalf of Escambia County.

Section 6. That the County Administrator is authorized to set forth and execute affirmative minority business enterprise policies in connection with the planning and capital assistance program of projects and budget (FY20) on behalf of Escambia County.

Section 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute a grant agreement for aid in financing the planning and capital assistance program of projects and budget (FY20) on behalf of Escambia County.

Section 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-20-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17574 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: 5:36 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 100, Article I, Sections 100-1 Through 100-6 Establishing the EPHRC
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 100, Article I, Sections 100-1 through 100-6, Establishing the Escambia-Pensacola Human Relations Commission.

Recommendation: That the Board adopt an Ordinance amending Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

BACKGROUND:

The Escambia-Pensacola Human Relations Commission was created by Interlocal Agreement by and between Escambia County, Florida and the City of Pensacola. The purpose of the EPHRC is to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County.

On March 7, 2019, the Board enacted Ordinance 2019-13 to reestablish the EPHRC by Ordinance. The Ordinance defined the composition, duties, and powers of the Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County.

The proposed Ordinance will serve to amend the previously enacted Ordinance to accurately reflect the current name of the Commission, clarify the stated purpose of the Commission, revise the terms for removal of a member, and revise the provisions relating to the Chairman's term of office.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and advertised in the Pensacola News Journal on February 15, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance
Final Ordinance
PNJ Affidavit - Proof of Publication

ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-3 AND 100-5 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION); AMENDING SECTIONS 100-1 AND 100-3 TO CLARIFY THE STATED PURPOSE OF THE COMMISSION; AMENDING SECTION 100-2 TO REVISE PROVISIONS RELATING TO REMOVAL AND OFFICERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 2019, the Board of County Commissioners enacted Ordinance 2019-13 to reestablish the Escambia-Pensacola Human Relations Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and

WHEREAS, since the enactment of Ordinance 2019-13, the agency was renamed the Escambia County Human Relations Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 through 100-3 and 100-5 through 100-6 require amendment to accurately reflect the current name of the Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 and 100-3 require amendment to clarify the stated purpose of the Commission; and

WHEREAS, the Board of County Commissioners finds that Section 100-2 requires amendment to revise provisions relating to the removal of a member and the Chairman's term of office; and

WHEREAS, the Board further finds the proposed amendments to the Escambia County Code of Ordinances serve a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Amendment.** Volume I, Chapter 100, Article I, Sections 100-1 through 100-3 and 100-5 through 100-6 of the Code of Ordinances of Escambia County, Florida are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

ARTICLE I. – ESCAMBIA-~~PENSACOLA~~ COUNTY HUMAN RELATIONS COMMISSION

Sec. 100-1. – Establishment; Purpose of Commission.

The Escambia-~~Pensacola~~ County Human Relations Commission is hereby established for the

following purposes: 1) to provide local assistance to review and resolve employment discrimination complaints based upon race, color, religion, sex, pregnancy, national origin, age disability, or marital status, and fair housing discrimination complaints based upon race, color, religion, national origin, sex, disability, or familial status ~~and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status~~; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Sec. 100-2. – Membership; Terms of Office.

A. Composition- ~~Upon the effective date of this Ordinance~~ Commencing on October 1, 2019, and for two years thereafter, the Escambia ~~Pensacola~~ County Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, the ~~Escambia Pensacola Human Relations~~ Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

B. Terms of Office- Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. There will be no term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

C. Vacancies- In the event of a vacancy in any office of a Commissioner appointed by the County or City, the appointing authority will appoint a new Commissioner to serve the balance of the unexpired term. Upon the expiration of the term of office of any Commissioner, the appointing authority shall appoint a new Commissioner or reappoint the same Commissioner.

D. Removal- Members of the Commission may be removed by the appointing authority at any time. Additionally, the Commission may recommend to the relevant appointing authority the removal of a member who accrues ~~two (2) unexcused~~ three (3) absences from scheduled regular

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meetings of the Commission during a calendar year (January-December). Absences may be excused by a majority vote of the members present at any meeting. ~~The Commission shall recommend to the relevant appointing authority the removal of a member who accrues three (3) or more absences, either excused or unexcused, from scheduled regular meetings of the Commission during a calendar year (January-December).~~

E. Officers-

1) Chairman. The ~~Escambia-Pensacola Human Relations~~ Commission shall elect a Chairman by a majority vote of the Commission to preside at all Commission meetings. The Chairman will ~~be elected at the first meeting in January of each year and~~ serve for a term of ~~one~~ two years ~~until the first meeting in January of the following year~~. ~~There shall be no term limits to serve as Chairman.~~

2) Vice Chairman. The ~~Escambia-Pensacola Human Relations~~ Commission shall elect a Vice Chairman by a majority vote of the Commission to preside and act on behalf of the Chairman in the Chairman's absence or incapacity.

F. Compensation- Commissioners will not receive any salary or compensation for services performed for the Commission.

Sec. 100-3. – Duties and Powers of the Commission.

The Escambia-~~Pensacola~~ County Human Relations Commission shall have the following duties and powers:

1) To maintain an office at a location within Escambia County;
2) To conduct regular meetings within Escambia County;
3) To accept gifts, bequests, grants, or other payments from public or private donors, for the purpose of carrying out the powers and duties enumerated herein;
4) To enter into contracts for the purpose of carrying out the powers and duties enumerated herein;
5) To adopt, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission;
6) To receive and evaluate grant applications and forward to the County Administrator for review prior to final submission;
7) To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec. 58-91 – 58-103, Escambia County Code of Ordinances;
8) To receive or initiate complaints alleging employment discrimination or fair housing discrimination in Escambia County ~~on the basis of race, color, national origin, age, disability, family or religious status,~~ and provide recommendations to eliminate such discrimination;
9) To investigate complaints alleging employment or fair housing discrimination and conduct public hearings to determine the relevant facts concerning such complaints;
10) To refer complaints to the appropriate local, state, or federal agencies;
11) To recommend methods to eliminate employment or fair housing discrimination;
12) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups, or otherwise alleviate ethnic tension;
13) To promote equal opportunity in employment and housing in Escambia County;
14) To render an annual comprehensive written report to the Escambia County Board of County Commissioners concerning the operations of the Commission;

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15) On or before May 1st, to submit a proposed budget for the upcoming fiscal year to the County Administrator;
16) On or before September 1st, to adopt and amend a line item budget for the upcoming fiscal year, including all estimated receipts, fund balances, and all estimated expenditures;
17) To maintain detailed records of all transactions relating to the operation of the Commission, including, but not limited to, financial and cost accounting data, and payroll administration records, and procurement and supply records;
18) To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report;
19) To procure and maintain adequate insurance coverage, including workers' compensation, commercial general liability, business automobile and umbrella liability coverage;
20) To appoint an Executive Director who shall serve at the pleasure of the Commission.

Sec. 100-4. –Quorum; Voting.

During the initial two-year term, five (5) of the nine (9) Commission members shall constitute a quorum. Thereafter, four (4) of the seven (7) Commission members shall constitute a quorum. Each member shall exercise one vote for all matters subject to a vote of the Commission. All matters will be decided by a majority vote of the members present. No member may abstain from voting unless the member has a conflict of interest.

Sec. 100-5. –Meetings.

A. Meetings- The Escambia-~~Pensacola~~ County Human Relations Commission shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting dates shall be distributed to all Commission members in December of the preceding calendar year. Special meetings may also be scheduled as the Commission deems necessary or upon the request of the Chairman. The meetings of the Commission will be subject to the requirements of Florida's Government in the Sunshine Law and the Florida Public Records Act.

B. Rules of Procedure- All meetings will be conducted in accordance with the current edition of Robert's Rules of Order, except to the extent the provisions thereof are inconsistent with this Ordinance.

C. Records- Minutes shall be taken at all meetings of the Commission. The minutes of the previous meeting shall be submitted for approval to the Commission at the next scheduled regular meeting. The written summary of each meeting shall reflect the meeting date, time, and location, confirmation of public notice, persons in attendance, items discussed, and a record of any official action taken by the Commission during the meeting. The minutes will also record the vote of each member for each action and any member's absence or failure to vote.

Sec. 100-6. – Executive Director; Staff Liaison.

A. Executive Director- The Executive Director of the Escambia-~~Pensacola~~ County Human Relations Commission will be appointed by and serve at the pleasure of the Commission. The Executive Director and any staff will, at all times, remain the sole and exclusive employees or agents of the Commission and shall be paid by the Commission. The Executive Director will be responsible for the following duties:

1) Effectuating the purposes and policies of the Commission and assisting the

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Commission with implementing the provisions of this Ordinance and all other applicable rules, regulations, or other Code provisions pertaining to employment and fair housing discrimination;

2) Concurrently serving as the Fair Housing Director as further described in Sec. 58-95 – 58-96, Escambia County Code of Ordinances;
3) Serving as the Secretary to the Commission and attending all Commission meetings;
4) Preparing, in consultation with the Chairman, the agenda for all Commission meetings;
5) Distributing the agenda for all Commission meetings at least one day prior to the scheduled meeting date;
6) Preparing and retaining the minutes of all Commission meetings.
7) Serving as the records custodian for the Commission;
8) Submitting a proposed annual budget and comprehensive written report to the Commission on or before April 1st of each fiscal year;
9) Monitoring all expenditures and administering the approved annual budget so as to maintain the operations of the Commission without incurring an operating deficit;
10) Ensuring compliance with the spending limitations imposed by the Commission's annual budget;
11) Managing and supervising all staff, including the authority to hire and discharge all staff employed by the Commission;
12) Ensuring compliance with all federal, state, and local laws and regulations relating to employment, including, but not limited to, wage rates, social security, unemployment insurance and workers' compensation insurance;
13) Maintaining a record of all current employees and a description of each job classification.

B. County Staff Liaison- The Division Manager of the Escambia County Neighborhood Enterprise Division will serve as the County's staff liaison to the Commission. The staff liaison will attend all meetings of the Commission and coordinate with the Executive Director to provide necessary support to carry out the purposes and objectives of the Commission.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

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ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-3 AND 100-5 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION); AMENDING SECTIONS 100-1 AND 100-3 TO CLARIFY THE STATED PURPOSE OF THE COMMISSION; AMENDING SECTION 100-2 TO REVISE PROVISIONS RELATING TO REMOVAL AND OFFICERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 2019, the Board of County Commissioners enacted Ordinance 2019-13 to reestablish the Escambia-Pensacola Human Relations Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and

WHEREAS, since the enactment of Ordinance 2019-13, the agency was renamed the Escambia County Human Relations Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 through 100-3 and 100-5 through 100-6 require amendment to accurately reflect the current name of the Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 and 100-3 require amendment to clarify the stated purpose of the Commission; and

WHEREAS, the Board of County Commissioners finds that Section 100-2 requires amendment to revise provisions relating to the removal of a member and the Chairman's term of office; and

WHEREAS, the Board further finds the proposed amendments to the Escambia County Code of Ordinances serve a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Amendment.** Volume I, Chapter 100, Article I, Sections 100-1 through 100-3 and 100-5 through 100-6 of the Code of Ordinances of Escambia County, Florida are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

ARTICLE I. – ESCAMBIA-~~PENSACOLA~~ COUNTY HUMAN RELATIONS COMMISSION

Sec. 100-1. – Establishment; Purpose of Commission.

The Escambia-~~Pensacola~~ County Human Relations Commission is hereby established for the

following purposes: 1) to provide local assistance to review and resolve employment discrimination complaints based upon race, color, religion, sex, pregnancy, national origin, age disability, or marital status, and fair housing discrimination complaints based upon race, color, religion, national origin, sex, disability, or familial status ~~and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status~~; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Sec. 100-2. – Membership; Terms of Office.

A. Composition- ~~Upon the effective date of this Ordinance~~ Commencing on October 1, 2019, and for two years thereafter, the Escambia~~-Pensacola~~ County Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, the ~~Escambia-Pensacola Human Relations~~ Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

B. Terms of Office- Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. There will be no term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

C. Vacancies- In the event of a vacancy in any office of a Commissioner appointed by the County or City, the appointing authority will appoint a new Commissioner to serve the balance of the unexpired term. Upon the expiration of the term of office of any Commissioner, the appointing authority shall appoint a new Commissioner or reappoint the same Commissioner.

D. Removal- Members of the Commission may be removed by the appointing authority at any time. Additionally, the Commission may recommend to the relevant appointing authority the removal of a member who accrues ~~two (2) unexcused~~ three (3) absences from scheduled regular

meetings of the Commission during a calendar year (January-December). Absences may be excused by a majority vote of the members present at any meeting. ~~The Commission shall recommend to the relevant appointing authority the removal of a member who accrues three (3) or more absences, either excused or unexcused, from scheduled regular meetings of the Commission during a calendar year (January-December).~~

E. Officers-

1) Chairman. The ~~Escambia-Pensacola Human Relations~~ Commission shall elect a Chairman by a majority vote of the Commission to preside at all Commission meetings. The Chairman will ~~be elected at the first meeting in January of each year and~~ serve for a term of ~~one~~ two years ~~until the first meeting in January of the following year~~. ~~There shall be no term limits to serve as Chairman.~~

2) Vice Chairman. The ~~Escambia-Pensacola Human Relations~~ Commission shall elect a Vice Chairman by a majority vote of the Commission to preside and act on behalf of the Chairman in the Chairman's absence or incapacity.

F. Compensation- Commissioners will not receive any salary or compensation for services performed for the Commission.

Sec. 100-3. – Duties and Powers of the Commission.

The Escambia-~~Pensacola~~ County Human Relations Commission shall have the following duties and powers:

1) To maintain an office at a location within Escambia County;
2) To conduct regular meetings within Escambia County;
3) To accept gifts, bequests, grants, or other payments from public or private donors, for the purpose of carrying out the powers and duties enumerated herein;
4) To enter into contracts for the purpose of carrying out the powers and duties enumerated herein;
5) To adopt, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission;
6) To receive and evaluate grant applications and forward to the County Administrator for review prior to final submission;
7) To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec. 58-91 – 58-103, Escambia County Code of Ordinances;
8) To receive or initiate complaints alleging employment discrimination or fair housing discrimination in Escambia County ~~on the basis of race, color, national origin, age, disability, family or religious status,~~ and provide recommendations to eliminate such discrimination;
9) To investigate complaints alleging employment or fair housing discrimination and conduct public hearings to determine the relevant facts concerning such complaints;
10) To refer complaints to the appropriate local, state, or federal agencies;
11) To recommend methods to eliminate employment or fair housing discrimination;
12) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups, or otherwise alleviate ethnic tension;
13) To promote equal opportunity in employment and housing in Escambia County;
14) To render an annual comprehensive written report to the Escambia County Board of County Commissioners concerning the operations of the Commission;

15) On or before May 1st, to submit a proposed budget for the upcoming fiscal year to the County Administrator;
16) On or before September 1st, to adopt and amend a line item budget for the upcoming fiscal year, including all estimated receipts, fund balances, and all estimated expenditures;
17) To maintain detailed records of all transactions relating to the operation of the Commission, including, but not limited to, financial and cost accounting data, and payroll administration records, and procurement and supply records;
18) To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report;
19) To procure and maintain adequate insurance coverage, including workers' compensation, commercial general liability, business automobile and umbrella liability coverage;
20) To appoint an Executive Director who shall serve at the pleasure of the Commission.

Sec. 100-4. –Quorum; Voting.

During the initial two-year term, five (5) of the nine (9) Commission members shall constitute a quorum. Thereafter, four (4) of the seven (7) Commission members shall constitute a quorum. Each member shall exercise one vote for all matters subject to a vote of the Commission. All matters will be decided by a majority vote of the members present. No member may abstain from voting unless the member has a conflict of interest.

Sec. 100-5. –Meetings.

A. Meetings- The Escambia-~~Pensacola~~ County Human Relations Commission shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting dates shall be distributed to all Commission members in December of the preceding calendar year. Special meetings may also be scheduled as the Commission deems necessary or upon the request of the Chairman. The meetings of the Commission will be subject to the requirements of Florida's Government in the Sunshine Law and the Florida Public Records Act.

B. Rules of Procedure- All meetings will be conducted in accordance with the current edition of Robert's Rules of Order, except to the extent the provisions thereof are inconsistent with this Ordinance.

C. Records- Minutes shall be taken at all meetings of the Commission. The minutes of the previous meeting shall be submitted for approval to the Commission at the next scheduled regular meeting. The written summary of each meeting shall reflect the meeting date, time, and location, confirmation of public notice, persons in attendance, items discussed, and a record of any official action taken by the Commission during the meeting. The minutes will also record the vote of each member for each action and any member's absence or failure to vote.

Sec. 100-6. – Executive Director; Staff Liaison.

A. Executive Director- The Executive Director of the Escambia-~~Pensacola~~ County Human Relations Commission will be appointed by and serve at the pleasure of the Commission. The Executive Director and any staff will, at all times, remain the sole and exclusive employees or agents of the Commission and shall be paid by the Commission. The Executive Director will be responsible for the following duties:

1) Effectuating the purposes and policies of the Commission and assisting the

Commission with implementing the provisions of this Ordinance and all other applicable rules, regulations, or other Code provisions pertaining to employment and fair housing discrimination;

2) Concurrently serving as the Fair Housing Director as further described in Sec. 58-95 – 58-96, Escambia County Code of Ordinances;
3) Serving as the Secretary to the Commission and attending all Commission meetings;
4) Preparing, in consultation with the Chairman, the agenda for all Commission meetings;
5) Distributing the agenda for all Commission meetings at least one day prior to the scheduled meeting date;
6) Preparing and retaining the minutes of all Commission meetings.
7) Serving as the records custodian for the Commission;
8) Submitting a proposed annual budget and comprehensive written report to the Commission on or before April 1st of each fiscal year;
9) Monitoring all expenditures and administering the approved annual budget so as to maintain the operations of the Commission without incurring an operating deficit;
10) Ensuring compliance with the spending limitations imposed by the Commission's annual budget;
11) Managing and supervising all staff, including the authority to hire and discharge all staff employed by the Commission;
12) Ensuring compliance with all federal, state, and local laws and regulations relating to employment, including, but not limited to, wage rates, social security, unemployment insurance and workers' compensation insurance;
13) Maintaining a record of all current employees and a description of each job classification.

B. County Staff Liaison- The Division Manager of the Escambia County Neighborhood Enterprise Division will serve as the County's staff liaison to the Commission. The staff liaison will attend all meetings of the Commission and coordinate with the Executive Director to provide necessary support to carry out the purposes and objectives of the Commission.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

[SIGNATURE PAGE TO FOLLOW]

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-04-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY - LEGAL A
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

02/15/20

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

Sworn to and Subscribed before me this 15th of February 2020, by legal clerk who is personally known to me

Kathleen Allen
Affiant

Shelly Hora
Notary Public State of Wisconsin, County of Brown

8-25-23
My commission expires

Publication Cost: $158.98
Ad No: 0004048754
Customer No: PNJ-26717750

This is not an invoice

SHELLY HORA
Notary Public
State of Wisconsin

NOTICE OF INTENT TO ADOPT
A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on March 5, 2020 at 5:36 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:
AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 - 100-3 AND 100-5 - 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION); AMENDING SECTIONS 100-1 AND 100-3 TO CLARIFY THE STATED PURPOSE OF THE COMMISSION; AMENDING SECTION 100-2 TO REVISE PROVISIONS RELATING TO REMOVAL AND OFFICERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Sharon Pitts, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal No. 1T Feb 15, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17577 **Public Hearings 13.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: 5:37 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:37 p.m. Public Hearing to Consider an Ordinance Amending Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97, Relating to Fair Housing.

Recommendation: That the Board adopt an Ordinance amending Chapter 58, Article IV, Sections 58-95 and 58-97, relating to Fair Housing to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board.

BACKGROUND:
On March 7, 2019, the Board enacted Ordinance 2019-13 to reestablish the Escambia-Pensacola Human Relations Commission by Ordinance. Thereafter, the agency was renamed the Escambia County Human Relations Commission. The proposed ordinance will serve to amend Sections 58-95 and 58-97 relating to Fair Housing to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and advertised in the Pensacola News Journal on February 15, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance
Final Ordinance
PNJ Affidavit - Proof of Publication

ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 58, ARTICLE IV, SECTIONS 58-95 and 58-97 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION) ACTING AS THE FAIR HOUSING BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners reestablished the Escambia-Pensacola Human Relations Commission by ordinance, and the agency was subsequently renamed the Escambia County Human Relations Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 58-95 and 58-97 require amendment to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board; and

WHEREAS, the Board further finds the proposed amendments to the Escambia County Code of Ordinances serve a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Amendment.** Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97 of the Code of Ordinances of Escambia County, Florida are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 58-95. – Fair Housing Director --- Appointment.

(a) The fair housing director shall be appointed by and serve at the will of the Escambia~~-Pensacola~~ County Human Relations Commission~~,~~ and shall be chosen on the basis of qualifications and experience.

(b) The fair housing director shall serve under the supervision of the Escambia~~-Pensacola~~ County Human Relations Commission. This office shall be funded annually with community development block grant funds as approved by the board of county commissioners.

Sec. 58-97. – Fair Housing Board --- Appointment.

The Escambia~~-Pensacola~~ County Human Relations Commission is hereby vested with the authority to act as the fair housing board. The qualifications of members, terms of office, organization of the fair housing board and meetings of the board will coincide with those of the Escambia~~-Pensacola~~ County Human Relations Commission.

Section 3. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent,

DRAFT

and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ___ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 58, ARTICLE IV, SECTIONS 58-95 and 58-97 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION) ACTING AS THE FAIR HOUSING BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners reestablished the Escambia-Pensacola Human Relations Commission by ordinance, and the agency was subsequently renamed the Escambia County Human Relations Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 58-95 and 58-97 require amendment to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board; and

WHEREAS, the Board further finds the proposed amendments to the Escambia County Code of Ordinances serve a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Amendment.** Volume I, Chapter 58, Article IV, Sections 58-95 and 58-97 of the Code of Ordinances of Escambia County, Florida are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 58-95. – Fair Housing Director --- Appointment.

(a) The fair housing director shall be appointed by and serve at the will of the Escambia~~-Pensacola~~ County Human Relations Commission~~,~~ and shall be chosen on the basis of qualifications and experience.

(b) The fair housing director shall serve under the supervision of the Escambia~~-Pensacola~~ County Human Relations Commission. This office shall be funded annually with community development block grant funds as approved by the board of county commissioners.

Sec. 58-97. – Fair Housing Board --- Appointment.
The Escambia~~-Pensacola~~ County Human Relations Commission is hereby vested with the authority to act as the fair housing board. The qualifications of members, terms of office, organization of the fair housing board and meetings of the board will coincide with those of the Escambia~~-Pensacola~~ County Human Relations Commission.

Section 3. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent,

and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ___ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-07-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY - LEGAL A
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

02/15/20

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

Sworn to and Subscribed before me this 15th of February 2020, by legal clerk who is personally known to me

Kathleen Allen
Affiant

Shelly Hora
Notary Public State of Wisconsin, County of Brown

8-25-23
My commission expires

Publication Cost: $149.70
Ad No: 0004052133
Customer No: PNJ-26717750

This is not an invoice

SHELLY HORA
Notary Public
State of Wisconsin

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on March 5, 2020 at 5:32 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 58, ARTICLE IV, SECTIONS 58-95 and 58-97 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION) ACTING AS THE FAIR HOUSING BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Sharon Pitts, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal No. 4052133 1T 2/15/2020

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-17484 **Clerk & Comptroller's Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports will be available online at https://www.escambiaclerk.com/Archive.aspx?AMID=36) :

A. The Government Finance Officer's Association version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019; and

B. The Auditor General version of the Escambia County Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2019.

Attachments

2019 CAFR
2019 CAFR-AG



Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2019

ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2019

Prepared by:
Pam Childers, CPA
and the Finance Staff
Office of the Clerk of
the Circuit Court and
Comptroller

Introductory Section

Certificate of Achievement for Excellence in Financial Reporting

County Officials

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Certificate of Achievement for Excellence in Financial Reporting

Presented to

Escambia County

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Lumon J. May.....Chair – District 3
Steven L. Barry.....Vice Chair – District 5
Jeff Bergosh.....Commissioner – District 1
Douglas Underhill .....Commissioner – District 2
Robert Bender.....Commissioner – District 4

ELECTED COUNTY OFFICERS

Pam Childers ..... Clerk of the Circuit Court and Comptroller
Chris Jones.....Property Appraiser
David Morgan.....Sheriff
David Stafford .....Supervisor of Elections
Scott Lunsford ..... Tax Collector

OTHER OFFICIALS

Janice P. Gilley..... County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2019

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Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County

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

February 10, 2020

To the Honorable Members of the
Board of County Commissioners and
Citizens of Escambia County, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the Comprehensive Annual Financial Report (CAFR) of the County of Escambia (County), Florida for the fiscal year ended September 30, 2019 which fulfills this requirement.

This report consists of management's representations concerning the finances of the County. Consequently, management assumes full responsibility for the completeness and reliability of the information contained in this report. To provide a reasonable basis for making these representations, the County has established a comprehensive framework of internal control designed both to protect the government's assets from unauthorized use or disposition, loss or theft, and to compile sufficient reliable information for the preparation of the County's financial statements in conformity with GAAP. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The County's financial statements have been audited by an independent firm of certified public accountants, Warren Averett CPAs and Advisors. The goal of the independent audit was to provide reasonable assurance that the financial statements of the County for the fiscal year ended September 30, 2019, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent audit firm of Warren Averett CPAs and Advisors has issued an unmodified ("clean") opinion on the Escambia County, Florida financial statements for the year ended September 30, 2019. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the County was also designed to meet the requirements of the Office of Management and Budget (OMB) Single Audit Act; and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. part 200 (Uniform Guidance). The standards governing single audit engagements require the independent auditor to report on the government's internal controls and compliance with legal requirements with special emphasis on the administration of federal awards and state financial assistance. These reports are in the compliance section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of the Management's Discussion and Analysis (MD&A). The MD&A complements this Letter of Transmittal and the two should be read in conjunction with each other. Escambia County's MD&A can be found immediately following the Independent Auditors' Report.

Profile of the County of Escambia, Florida

Escambia County, located in the northwestern part of the state, was established July 21, 1821 as a non-charter government when the Provisional Governor Andrew Jackson signed an ordinance making the County one of the first two counties in Florida, the other being St. Johns County. Escambia County encompasses approximately 661 square miles with 64,000 acres of water area and serves a population of approximately 315,543. There are two municipalities within the County, the City of Pensacola, the County seat, and the Town of Century which is located 38 miles from the County seat.

Escambia County is a political subdivision of the State of Florida. As such, it is governed by and derives its operating authority from the constitution and laws of the State of Florida. The County operates under a commission/administrator form of government, with a governing board consisting of five elected County Commissioners who are elected by district to staggered four-year terms. The Chairman presides over the Board and the chair is rotated annually in sequential order by district. In addition to the Board of County Commissioners, there are five elected constitutional officers performing specifically designated governmental functions: The Clerk of the Circuit Court and Comptroller (Clerk), Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.

The Clerk serves the function of "Clerk to the Board" for County Commissioners. The Clerk also performs the duties of auditor, accountant, recorder and custodian of County funds. Such duties are set forth in the Florida Constitution.

The financial reporting entity (the County) includes all the funds of the primary government (Escambia County Board of County Commissioners) as well as its component unit. Component unit are legally separate entities for which the primary government is financially accountable. The County provides a full range of services including fire protection, emergency medical services, county jail and detention facilities, planning and zoning, solid waste disposal, construction and maintenance of highways, streets, and other infrastructure, mass transportation services, conservation and resource management, cultural and recreational programs, library, tourism and economic development.

Although legally separate entities, the general funds of the Clerk, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector are included as a General Fund component of the County.

The Santa Rosa Island Authority (SRIA) is reported separately as discrete component unit within Escambia County's financial statements. SRIA operations include management services and leasing activities for County owned property on Santa Rosa Island. For additional information on Escambia County's Component Unit, please refer to the Notes Section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the County operates.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 25,600 in the leisure and hospitality industry with accommodations and food services representing 13% of the area workforce. The largest major industry sector is health care and social assistance with 18.0% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 23,400 employed in health care and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station, Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks, as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This will allow the County to reach a wider audience for promoting economic development and attracting new businesses to the area. The goal of the technology campus is to serve as a location for innovation-based businesses.

The Heritage Oaks Commerce Park, home to Navy Federal Credit Union, continues to stimulate growth in the local economy by increasing job creation and expanding operations in the area. Navy Federal Credit Union continues to add jobs bringing its regional employment to 7,614 employees. Continued expansion at the Pensacola campus will include facilities and parking for additional employees. The total number of jobs is expected to increase to 10,000 by the year 2026.

Escambia County's unemployment rate has remained unchanged at 3.0% from the previous year. This 3.0% rate follows seven years of declining unemployment rates.

Long-term Financial Planning and Major Initiatives

Unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) in the general fund at year end exceeded 2 months of operating expenditures and transfers out. This amount is favorable based on the policy guidelines set by the County for budgetary and planning purposes.

The adopted budget is developed around the framework set by the County's strategic planning initiative. The primary themes of the strategic initiative are to improve customer service, restore public trust and confidence, economic development, maintenance of infrastructure, and fiscal responsibility.

Process improvement is key to improving customer service. We continue to promote and adopt and review process improvements to determine ways to improve them. The County's website www.myescambia.com contains many updates for greater utility, transparency and accessibility by citizens. The "Ask My Escambia" citizen's information portal will be replaced during the next fiscal year with "My Government Online". This will allow questions on a variety of subjects with quick responses. The County continues this positive trend into the future.

The County's commitment to customer service and quality is promoted by the continuation of equipping County vehicles with tracking systems, and continuation of the fraud abuse hotline initiatives which will provide continuous tracking and reporting, allowing employees and citizens to have more involvement in their government.

A long term goal of the County is to foster economic growth and development. The County uses Tax Increment Financing (TIF) Districts to fund a variety of Community Redevelopment Areas (CRA) in the County. For the upcoming fiscal year, the TIF rate

was maintained at 75% while budgeted districts increased from 20 to 22. These funds are used to pay for infrastructure improvements, neighborhood programs, and safety initiatives, and street lighting in these districts.

With tourism as a major part of the economy, newer and more up-to-date hotel/motel facilities have led to increasing revenue streams over $12 million annually in bed tax collections. Additional funding is expected from grant revenues associated with the Restore Act, Natural Resource Damage Assessment (NRDA), and the National Fish and Wildlife Federation (NFWF), to provide future revenue sources for environmental, economic, and tourism related activities. There is potential for $162 million in direct and indirect future revenue for Escambia County as projects are submitted and approved.

The RESTORE Act established the Gulf Coast Restoration Trust Fund in the U.S. Department of Treasury to account for civil penalties paid under the Federal Water Pollution Control Act in connection with the Deepwater Horizon oil spill. Grants will be used for programs, projects, and activities which restore and protect the environment and the economy of the Gulf Coast region. Escambia County's RESTORE Act Direct Component calculated proportion, which is cumulative through 2031, is estimated at $70.6 million. The Board of County Commissioners are expected to approve the first amendment to the multi-year implementation plan in the first quarter of 2020. This plan includes eight new projects and three project revisions. The Florida Department of Transportation is also expected to finalize the design of the Perdido Key multi-use path.

The County land swap with the United States Navy was approved for design of an additional commerce park to grow the local economy. The property is geographically close to Navy Federal Credit Union and is a prime location for economic growth with close access to Interstate 10. This new development is currently in the master planning stages and expected to be approved in the fiscal year 2020.

Between 2008 and 2020, the County will have invested more than $474 million in infrastructure with the current and fourth allocation of the One Cent Local Option Sales Tax (LOST). At its conclusion, the County is expected to invest $951 million in infrastructure. The citizens of Escambia voted to extend the one-cent local option sales tax for infrastructure. This is the fourth time the citizens have approved levying this tax; a 10 year extension was approved by public referendum; extending the tax to December 2028. The proceeds from this tax will make large investments in construction of new libraries, road construction, dirt road paving, drainage improvements and vehicle replacement for EMS, Fire and the Sheriffs' office.

Approximately $50.4 million of future LOST proceeds will be used towards the construction of the new Escambia County Jail Facility, with an expected completion date of summer 2020. The new Beulah library facility is also expected to come online during the next fiscal year.

The fiscal year 2020 adopted budget increased by $16 million over the prior year to $493.4 million. While the total direct millage rate for property tax remained unchanged

at 7.661 mills, property values increased an average of 8.0% over the prior year for both the County-wide and unincorporated areas of Escambia County.

The long term goal is to promote fiscal responsibility and cost effectiveness by identifying service level changes needed within the County. Efforts are on-going with regard to maintaining a cohesive service driven organizational structure, and to mobilize and peruse strategies capitalizing on the use of all available revenue sources, particularly in identifying an implementing alternative funding sources.

Relevant Financial Policies

The County has established a fund balance policy in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*. The adopted policy outlines the County's goal to maintain an unrestricted general fund balance of at least 2 months of regular operating expenditures and transfers out to mitigate risks of either natural or man-made disasters and to provide for revenue shortfalls.

The County is in the fourth year of implementation for GASB Statement No 68 "*Accounting and Financial Reporting for Pensions"* and GASB Statement No 71 "*Pension Transition for Contributions Made Subsequent to the Measurement Date"* to recognize its unfunded portion of the statewide plan as a liability. The County provides pension benefits for all employees through a statewide plan managed by the Florida Department of Management Services, Division of Retirement. The statewide plan is a contributory plan. While a liability has been recorded in accordance with GASB requirements, the County currently has no obligation in connection with employee pension benefits offered through this plan beyond its monthly payments to the Division of Retirement.

The County has implemented GASB Statement No 75 "*Accounting and Financial Reporting for Postemployment Benefits Other Than Pension"* to recognize its unfunded liability. The County provides postemployment benefits at the same rate as active participants. While a liability has been recorded in accordance with GASB requirements, there is no requirement for a funded plan. All approved benefits are budgeted and paid when due.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Escambia County for its comprehensive annual financial report for the fiscal year ended September 30, 2018. This was the 23rd consecutive year that Escambia County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, Escambia County must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another Certificate.

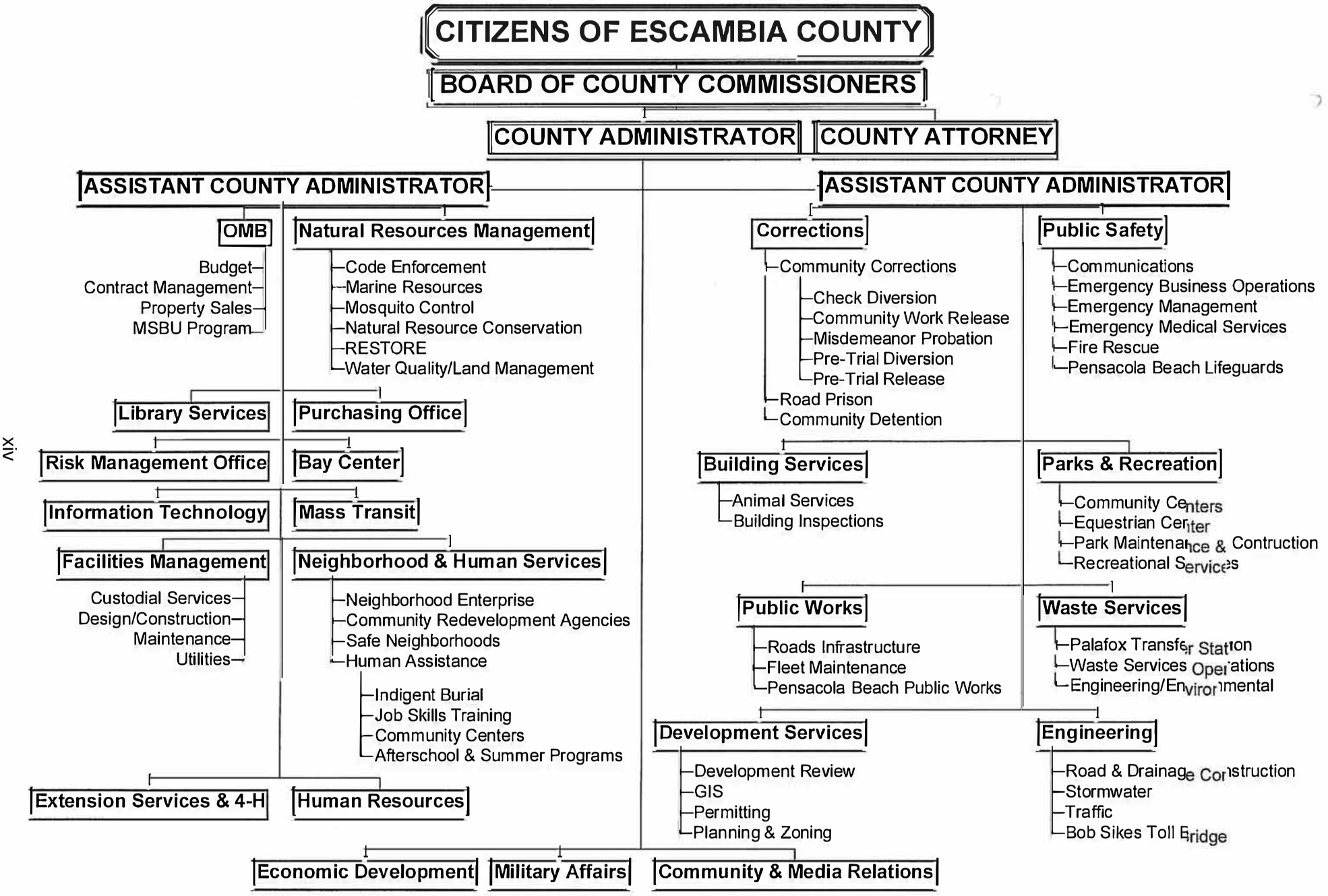
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2018. This is the 23rd consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communication device.

The preparation of this comprehensive annual financial report (CAFR) would not have been possible without the skill, effort, and dedication of the entire financial staff of the Clerk of the Circuit Court and Comptroller. I would like to express my appreciation to the Financial Reporting and Grants Department: Sharon Harrell, Finance Director; Tammy Plant, Beth Parker, Kara Cowen, Harold Coats, Ashley Dodds, and Shannon Erdwins. I also wish to thank all government departments for their assistance in providing the data necessary to prepare this report; and to thank Visit Pensacola for providing the photographs used in this document. Credit is due to the Board of County Commissioners for their unfailing support for maintaining the highest standards of professionalism in the management of Escambia County.

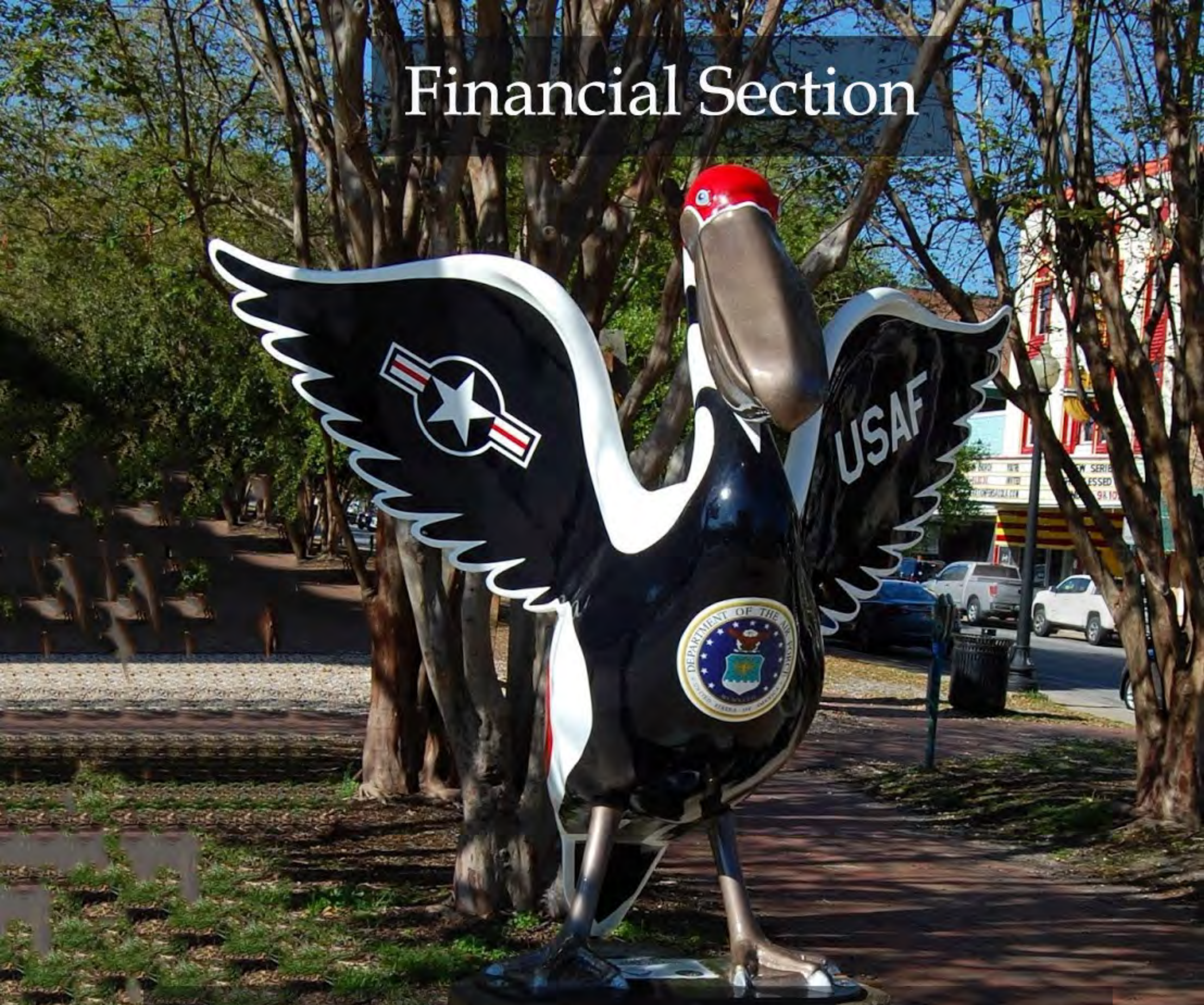
Respectfully submitted,

Pam Childers

Pam Childers
Honorable Pam Childers
Clerk of the Circuit Court & Comptroller


CITIZENS OF ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
ASSISTANT COUNTY ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
OMB
Budget
Contract Management
Property Sales
MSBU Program
Natural Resources Management
Code Enforcement
Marine Resources
Mosquito Control
Natural Resource Conservation
RESTORE
Water Quality/Land Management
Library Services
Purchasing Office
Risk Management Office
Bay Center
Information Technology
Mass Transit
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Neighborhood & Human Services
Neighborhood Enterprise
Community Redevelopment Agencies
Safe Neighborhoods
Human Assistance
Indigent Burial
Job Skills Training
Community Centers
Afterschool & Summer Programs
Extension Services & 4-H
Human Resources
Corrections
Community Corrections
Check Diversion
Community Work Release
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Road Prison
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
Pensacola Beach Lifeguards
Building Services
Animal Services
Building Inspections
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance & Contruction
Recreational Services
Public Works
Roads Infrastructure
Fleet Maintenance
Pensacola Beach Public Works
Waste Services
Palafox Transfer Station
Waste Services Operations
Engineering/Environmental
Development Services
Development Review
GIS
Permitting
Planning & Zoning
Engineering
Road & Drainage Construction
Stormwater
Traffic
Bob Sikes Toll Bridge
Economic Development
Military Affairs
Community & Media Relations

Financial Section



Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

REPORT OF INDEPENDENT AUDITORS'

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We did not audit the financial statements of the Santa Rosa Island Authority, a business type activities-discrete component unit, as of and for the year ended September 30, 2019, which statements reflect total assets and deferred outflows of $8,450,638 and total revenues of $6,832,988.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Santa Rosa Island Authority, which are included in the basic financial statements as a discretely presented component unit. Those statements were audited by another auditor whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Santa Rosa Island Authority, is based solely on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditor, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund, mass transit authority fund, disaster recovery fund, and community redevelopment agency fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in the County's total OPEB liability and related ratios, schedule of the County's proportionate share of the net pension liability, and schedule of the County's contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, combining financial statements, individual fund budgetary comparison schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining financial statements and individual fund budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2020 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

This Management's Discussion and Analysis ("MD&A") presents the readers of the financial statements a narrative overview of the financial activities of Escambia County, Florida (the "County") for the fiscal year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that has been furnished in the Letter of Transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the County exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $637,564,123 (net position). Of this amount, ($113,490,001) represents unrestricted deficit net position.

- The County's total net position increased by $27,221,712; governmental activities increased by $27,494,840 and business-type activities decreased by $273,128.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $268,147,001, a decrease of $30,053,806 in comparison with the prior year.

- At the end of the current fiscal year, unassigned fund balance available for spending at the government's discretion for the General Fund was $29,036,549 or 14.7% of total general fund expenditures and transfers out.

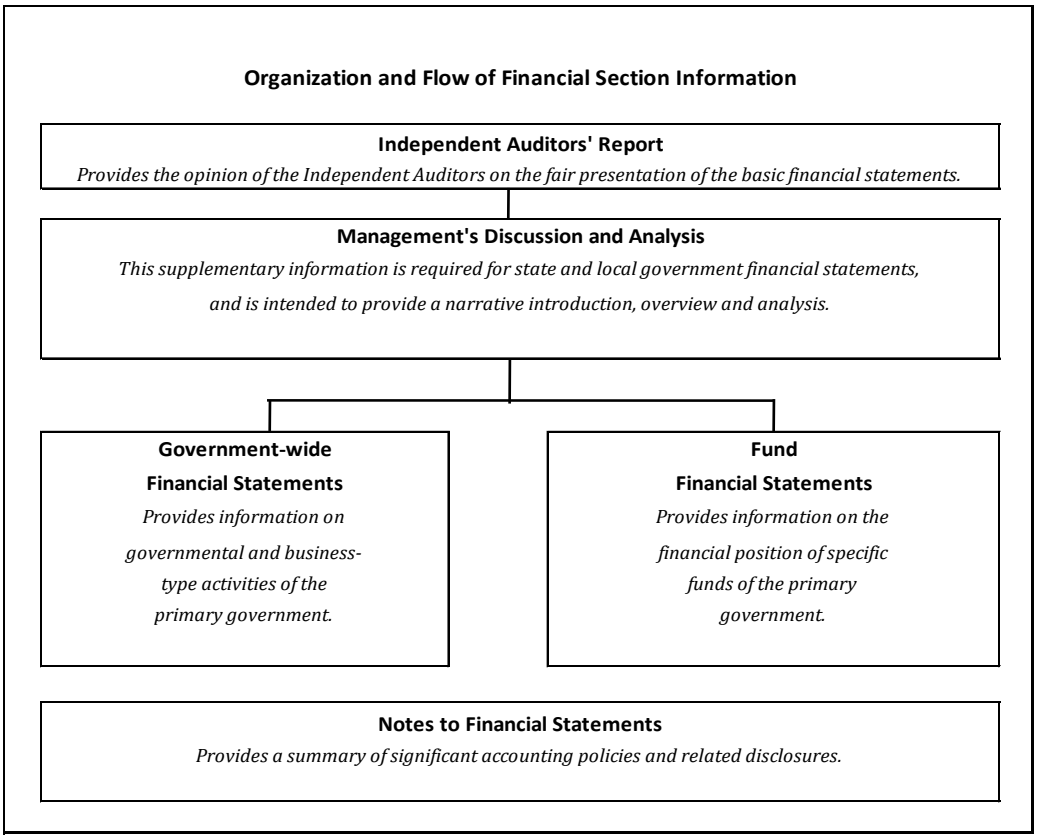
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $47,520,609, or approximately 24% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $30,010,770 or 8.7% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue increases were from state revenue sharing, and grant revenue for the new jail construction and RESTORE projects. Sales tax collected on the one-cent local option sales tax for funding primarily transportation and infrastructure projects of the County increased due to increased consumer spending.

- At the end of the current fiscal year, the net pension liability increased $28,169,705 for governmental funds and $2,574,777 for business-type activities for an ending net pension liability of $230,972,113, an approximate increase of 15.35% from the prior fiscal year end. These liabilities are actuarially determined and provided by the State of Florida Retirement System (FRS).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the County's assets, liabilities and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the County's property tax base or the condition of County facilities and infrastructure, should be considered to assess the overall health of the County.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities)*. The governmental activities of the County include general government, public safety, physical environment, transportation, economic environment, human services, culture/recreation, and court related activities. The business-type activities of the County include solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Pensacola Bay Center (Bay Center).

The government-wide financial statements include not only the County itself (known as the primary government) but also the legally separate entity of the Santa Rosa Island Authority (SRIA) for which the County is financially accountable and has a financial benefit/burden relationship. This entity is known as a "component unit". Financial information for this component unit is reported separately from the financial information presented for the primary government itself. The County's component unit will not be addressed in this MD&A.

Fund financial statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The County maintains dozens of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Mass Transit Authority Fund, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 Capital Project Fund, Mass Transit Authority FTA Capital Project Fund and Local Option Sales Tax (LOST) Capital Projects Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the other supplementary information section of this report.

The County adopts an annual appropriated budget for its general, special revenue, debt service, and capital projects funds. Budgetary comparison statements have been provided for the General Fund and major special revenue funds to demonstrate budgetary compliance. Due to the nature of the Disaster Recovery Fund, the original budget is generally adopted with an appropriation of zero.

The County maintains two different types of *proprietary funds*. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the fiscal activities relating to solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Bay Center. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses the internal service fund to account for fleet and fuel activities, insurance activities and for certain costs related to the Clerk of Circuit Court and Comptroller's compensated absences policy. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Solid Waste and Emergency Medical Service (EMS) funds, which are considered to be major funds of the County. Non-major

funds include the Inspection and Bay Center funds, which are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for each of these non-major enterprise funds are provided in the form of combining statements in the other supplementary information section of this report. Internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds are also provided in the form of combining statements in the other supplementary information section of this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The County only has agency funds.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information

In addition to the basic financial statements and accompanying notes, *required supplementary information* is presented concerning the County's changes in total OPEB liability and related ratios for providing other post employment benefits (OPEB) to its employees; and for the County's proportionate share of the net pension liability and contributions for employee participation in the Florida Retirement System pension plan and health insurance subsidy program.

The *other supplementary information* section contains the combining statements referred to earlier in connection with nonmajor governmental funds, proprietary and internal service funds, and fiduciary funds, along with budgetary comparison schedules for the County's three major capital project funds (LOST, Mass Transit Authority FTA Capital and Series 2017 Capital Project), and for all nonmajor governmental funds.

Government-wide Financial Analysis

Net position over time may serve as a useful indicator of a government's financial position. For the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $637,564,123 at the close of the most recent fiscal year.

At the end of fiscal year 2019, the County is able to report positive balances in restricted categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities. Negative unrestricted net position was reported for governmental activities. The same situation held true for the prior fiscal year.

The County's restricted net position represents resources that are subject to external restrictions on how they may be used. The County's restricted net position is primarily for capital projects and other special revenue purposes. The largest portion of the County's net position reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The remaining balance ($113,490,001) is negative unrestricted net position. Unrestricted net position is primarily negative due to the effect of the recognition of the net pension liability in accordance with GASB 68.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and Other Assets	$ 333,250,667	$ 348,924,475	$ 60,413,527	$ 57,510,427	$ 393,664,194	$ 406,434,902
Capital Assets (Net)	656,528,753	578,504,918	51,368,583	50,807,738	707,897,336	629,312,656
Total Assets	989,779,420	927,429,393	111,782,110	108,318,165	1,101,561,530	1,035,747,558
Total Deferred Outflow of Resources	77,605,957	85,679,589	6,690,915	7,416,837	84,296,872	93,096,426
Current and Other Liabilities	46,722,216	31,661,810	5,292,455	5,254,720	52,014,671	36,916,530
Long-term Liabilities	435,600,025	416,741,652	38,595,545	34,970,119	474,195,570	451,711,771
Total Liabilities	482,322,241	448,403,462	43,888,000	40,224,839	526,210,241	488,628,301
Total Deferred Inflow of Resources	20,516,003	27,653,227	1,568,035	2,220,045	22,084,038	29,873,272
Net Position:						
Net Investment in Capital Assets	535,720,764	482,495,767	51,368,583	50,807,738	587,089,347	533,303,505
Restricted	163,964,777	162,236,853	-	-	163,964,777	162,236,853
Unrestricted	(135,138,408)	(107,680,327)	21,648,407	22,482,380	(113,490,001)	(85,197,947)
Total Net Position	$ 564,547,133	$ 537,052,293	$ 73,016,990	$ 73,290,118	$ 637,564,123	$ 610,342,411

The County's total net position increased $27,221,712 from the prior year. Key reasons for the overall increase are presented in the following pages for governmental and business-type activities.

Escambia County, Florida
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
REVENUES						
Program Revenues:						
Charges for Services	$ 64,549,218	$ 63,382,906	$ 36,403,702	$ 35,761,987	$ 100,952,920	$ 99,144,893
Operating Grants and Contributions	17,244,362	27,144,536	54,120	34,429	17,298,482	27,178,965
Capital Grants and Contributions	37,112,947	16,103,137	251,143	90,060	37,364,090	16,193,197
General Revenues:						
Property Taxes	124,915,785	116,324,876	-	-	124,915,785	116,324,876
Other Taxes	111,640,381	107,103,632	-	-	111,640,381	107,103,632
Other	21,925,669	14,954,448	1,585,740	396,863	23,511,409	15,351,311
Total Revenues	377,388,362	345,013,535	38,294,705	36,283,339	415,683,067	381,296,874
EXPENSES						
General Government	74,073,729	69,238,619	-	-	74,073,729	69,238,619
Public Safety	170,751,941	154,064,788	-	-	170,751,941	154,064,788
Physical Environment	6,047,918	5,831,178	-	-	6,047,918	5,831,178
Transportation	50,356,244	49,238,724	-	-	50,356,244	49,238,724
Economic Environment	14,642,310	15,180,258	-	-	14,642,310	15,180,258
Human Services	4,085,834	3,010,649	-	-	4,085,834	3,010,649
Culture/Recreation	11,407,750	14,177,104	-	-	11,407,750	14,177,104
Court-Related	12,529,809	11,425,911	-	-	12,529,809	11,425,911
Interest on Long-term Debt	6,621,484	6,491,650	-	-	6,621,484	6,491,650
Solid Waste	-	-	11,556,201	10,442,647	11,556,201	10,442,647
Emergency Management Services	-	-	16,207,045	15,098,620	16,207,045	15,098,620
Inspection Fund	-	-	2,618,874	2,593,786	2,618,874	2,593,786
Bay Center	-	-	7,562,216	7,153,591	7,562,216	7,153,591
Total Expenses	350,517,019	328,658,881	37,944,336	35,288,644	388,461,355	363,947,525
Excess (Deficiency) Before Transfers	26,871,343	16,354,654	350,369	994,695	27,221,712	17,349,349
Transfers	623,497	2,677,548	(623,497)	(2,677,548)	-	-
Change in Net Position	27,494,840	19,032,202	(273,128)	(1,682,853)	27,221,712	17,349,349
Beginning Net Position	537,052,293	518,020,091	73,290,118	74,972,971	610,342,411	592,993,062
Ending Net Position	$ 564,547,133	$ 537,052,293	$ 73,016,990	$ 73,290,118	$ 637,564,123	$ 610,342,411

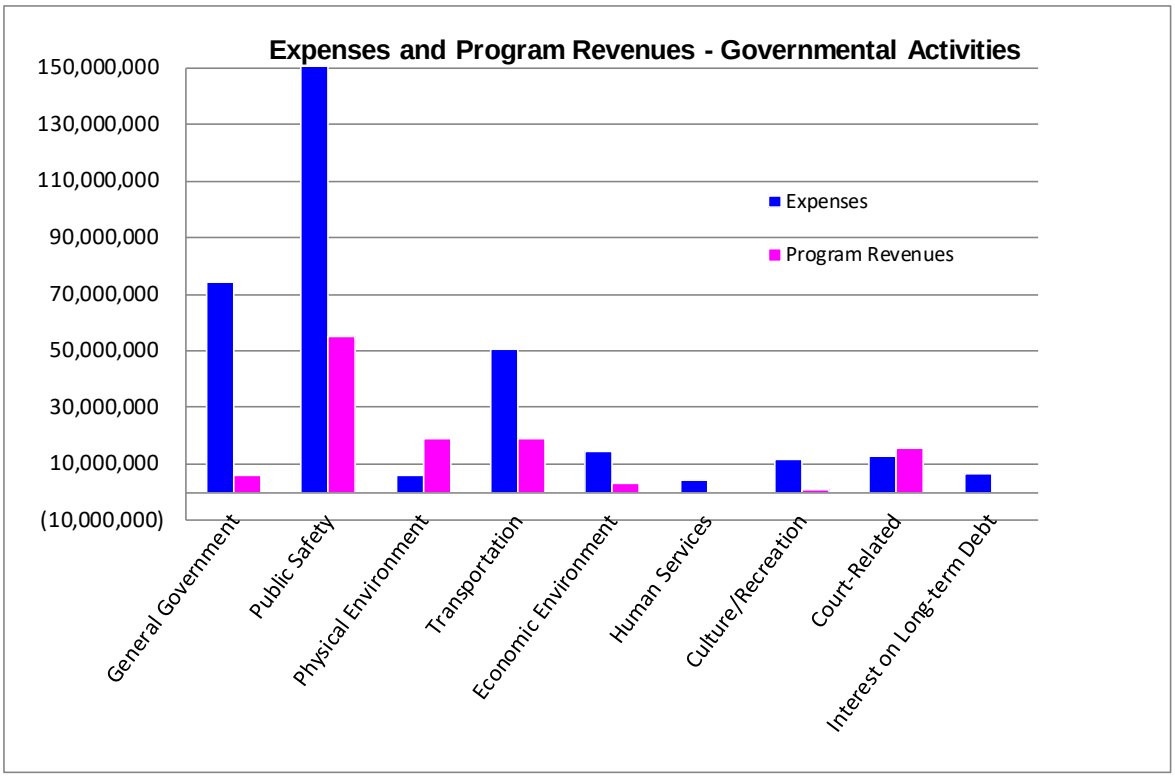
Governmental Activities

Governmental activities increased the County's net position by $27,494,840 from the prior fiscal year for an ending balance of $564,547,133. Although millage rates remained the same, property tax revenue increased due to rising taxable assessed values. Capital grant revenue increased primarily from FEMA revenue for the construction of the new jail facility.

Government expenditures increases were primarily due to increased non-recurring capital outlay for public facilities and the new jail facility. Additional increases were attributable to economic development project costs.

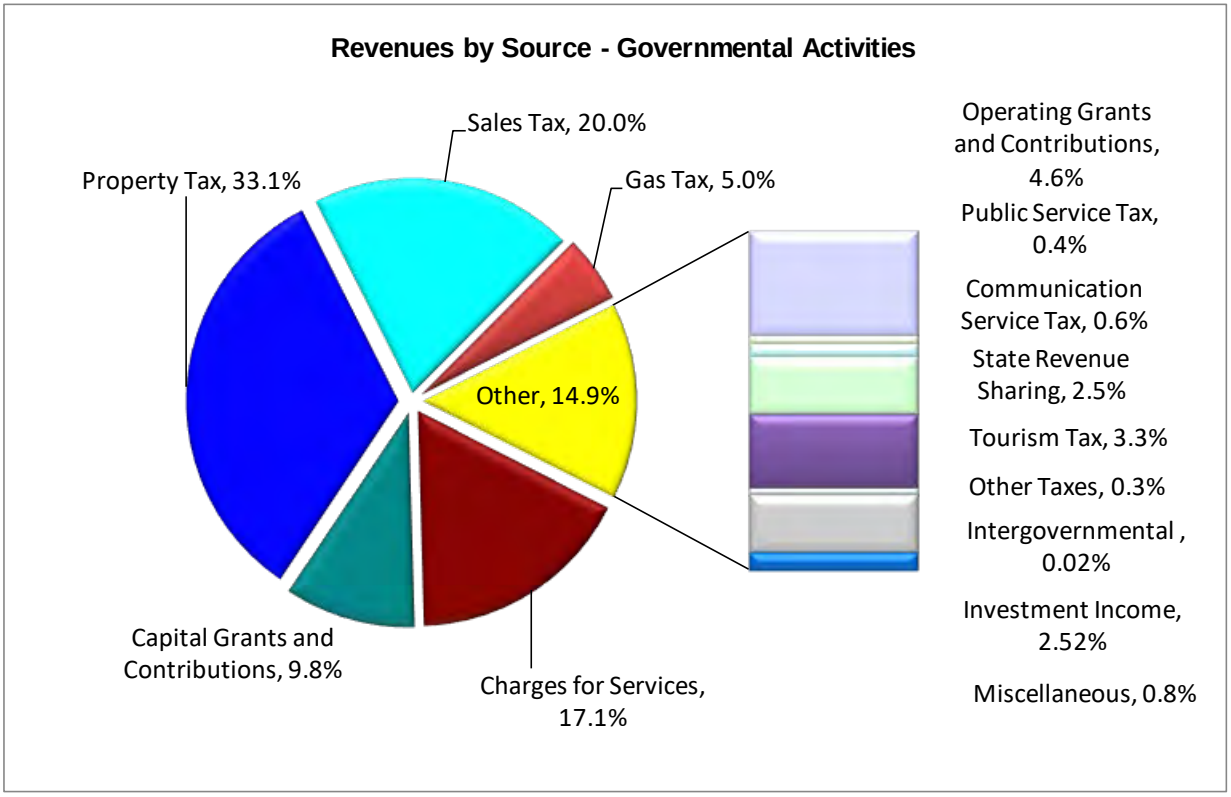
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 74,073,729	21.1%	$ 5,990,782	5.0%	$ (68,082,947)
Public Safety	170,751,941	48.7%	54,856,769	46.1%	(115,895,172)
Physical Environment	6,047,918	1.7%	19,098,048	16.1%	13,050,130
Transportation	50,356,244	14.4%	18,965,432	15.9%	(31,390,812)
Economic Environment	14,642,310	4.2%	3,211,662	2.7%	(11,430,648)
Human Services	4,085,834	1.2%	184,872	0.2%	(3,900,962)
Culture/Recreation	11,407,750	3.3%	819,186	0.7%	(10,588,564)
Court-Related	12,529,809	3.6%	15,779,776	13.3%	3,249,967
Interest on Long-term Debt	6,621,484	1.9%	-	-	(6,621,484)
	$ 350,517,019	100.0%	$ 118,906,527	100.0%	$ (231,610,492)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	64,549,218	17.1%
Operating Grants & Contributions		17,244,362	4.6%
Capital Grants & Contributions		37,112,947	9.8%
Property Tax		124,915,785	33.1%
Sales Tax		75,532,952	20.0%
Public Service Tax		1,439,639	0.4%
Communication Service Tax		2,225,150	0.6%
Gas Tax		19,040,395	5.0%
State Revenue Sharing		9,343,600	2.5%
Tourist Development Tax		12,333,148	3.3%
Other Taxes		1,069,097	0.3%
Intergovernmental Revenues		70,066	0.02%
Investment Income		9,524,568	2.52%
Miscellaneous		2,987,435	0.8%
	$	377,388,362	100.0%



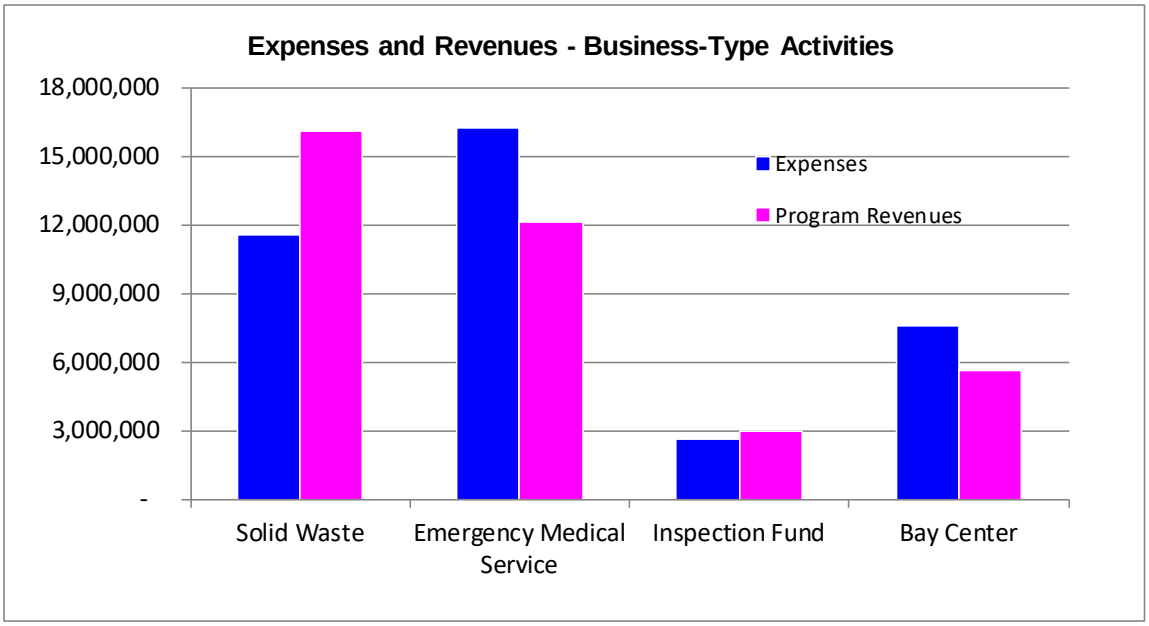
Business-type Activities

Business-type activities decreased the County's net position by $273,128, a slight decline from the prior fiscal year, for an ending balance of $73,016,990. Charges for services contributed 95.1% of the total program revenues for the County's business-type activities. Solid Waste's increase was due to higher charges for service from increased use of transfer facilities. EMS expenses and transfers out exceeded program revenues by $5.9 million; the net position decrease for the EMS Fund was primarily due to reduced revenue from charges for services and an increase in pension expense. The Bay Center expenses exceeded program revenues by $1.93 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.7 million. The Bay Center's revenue and expense increased from the prior fiscal year. This combination was not sufficient to cover operating costs and required maintenance.

Expenses and Program Revenues – Business-type Activities

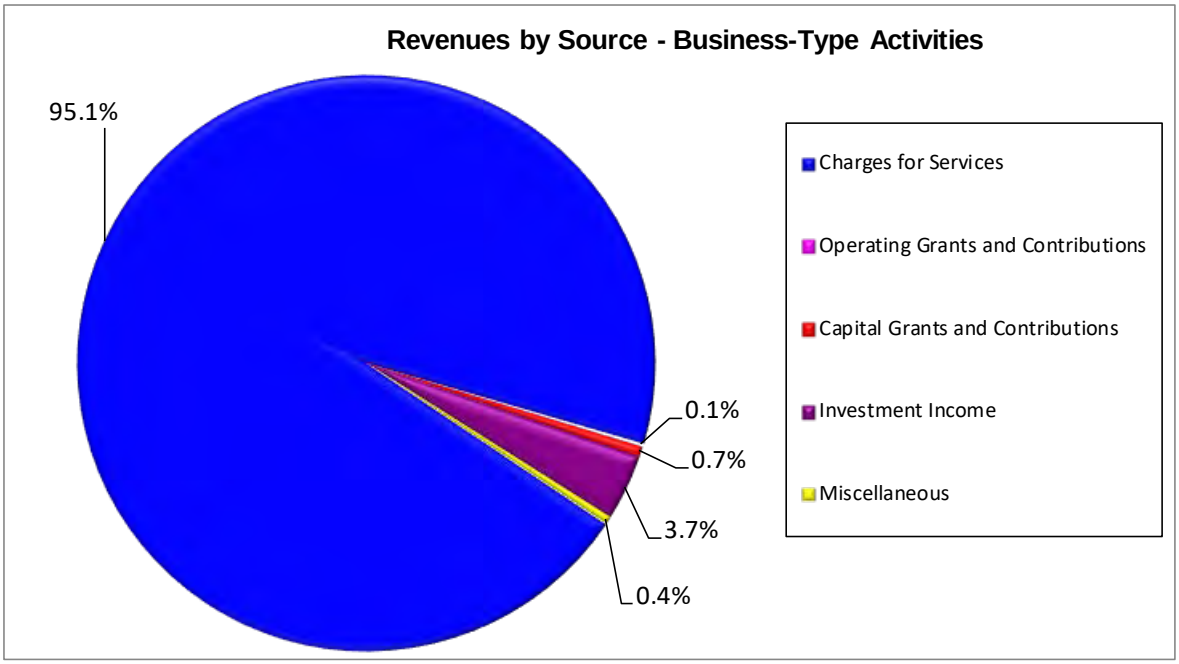
Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 11,556,201	30.5%	$ 16,074,867	43.8%	$ 4,518,666
Emergency Medical Service	16,207,045	42.7%	12,071,089	32.9%	(4,135,956)
Inspection Fund	2,618,874	6.9%	2,976,526	8.1%	357,652
Bay Center	7,562,216	19.9%	5,586,483	15.2%	(1,975,733)
	$ 37,944,336	100.0%	$ 36,708,965	100.0%	$ (1,235,371)

% Revenue over Expenses	
Solid Waste	39.1%
Emergency Medical Service	-25.5%
Inspection Fund	13.7%
Bay Center	-26.1%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 36,403,702	95.1%
Operating Grants and Contributions	54,120	0.1%
Capital Grants and Contributions	251,143	0.7%
Investment Income	1,416,478	3.7%
Miscellaneous	169,262	0.4%
	$ 38,294,705	100.0%



Financial Analysis of the County's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

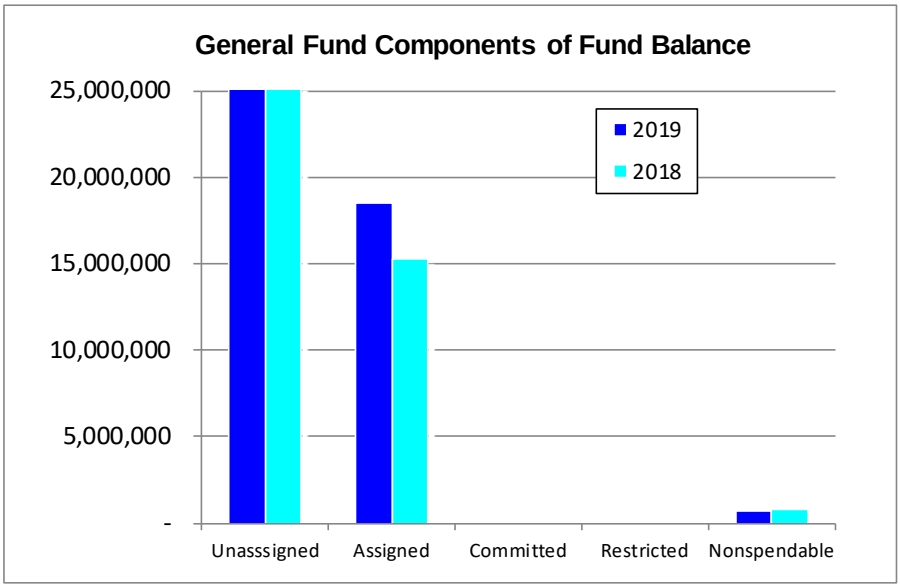
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not been limited to use for a particular purpose by either an external party, the County itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the County's Board of County Commissioners.

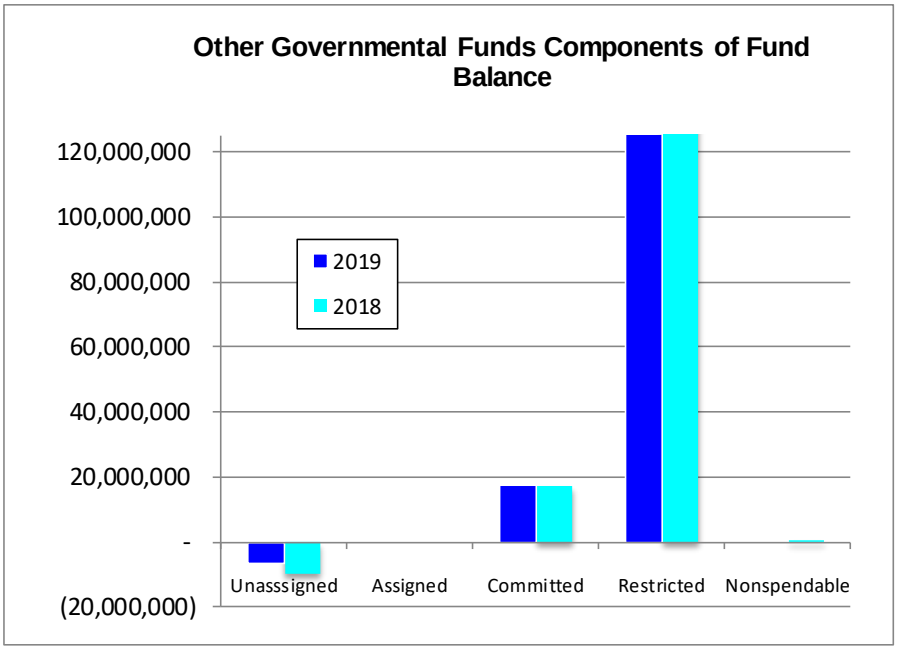
At the end of fiscal year 2019, the County's governmental funds reported combined fund balances of $268,147,001, a decrease of $30,053,806 in comparison with the prior year. Approximately 8% of this

amount, $22,451,156 constitutes *unassigned fund balance*, which is available for spending at the County's discretion. The remainder of the fund balance is either nonspendable, restricted, committed or assigned. *Restricted* fund balances of $208,757,526 represent amounts that can only be spent for specific purposes as stipulated by external resource providers either constitutionally or through enabling legislation such as Florida Statutes, laws and regulations or grantors. *Committed fund balances* of $17,393,262 represent amounts committed by County ordinance, whereas *assigned fund balances* of $18,484,060 consists of funds budgeted in the subsequent year to balance the 2020 budget. *Nonspendable fund balances* are not available for spending because they are not in spendable form, or are legally required to be maintained intact. The ending *nonspendable fund balances* consists of $1,060,997 for inventories.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year unassigned fund balance of the General Fund was $29,036,549 while total fund balance increased to $48,247,851. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 14.7% of the total General Fund expenditures, while total fund balance represents 24.0% of that same amount.

The following graphs represent the components of fund balance in the General Fund, and the components of fund balance in the other governmental funds:



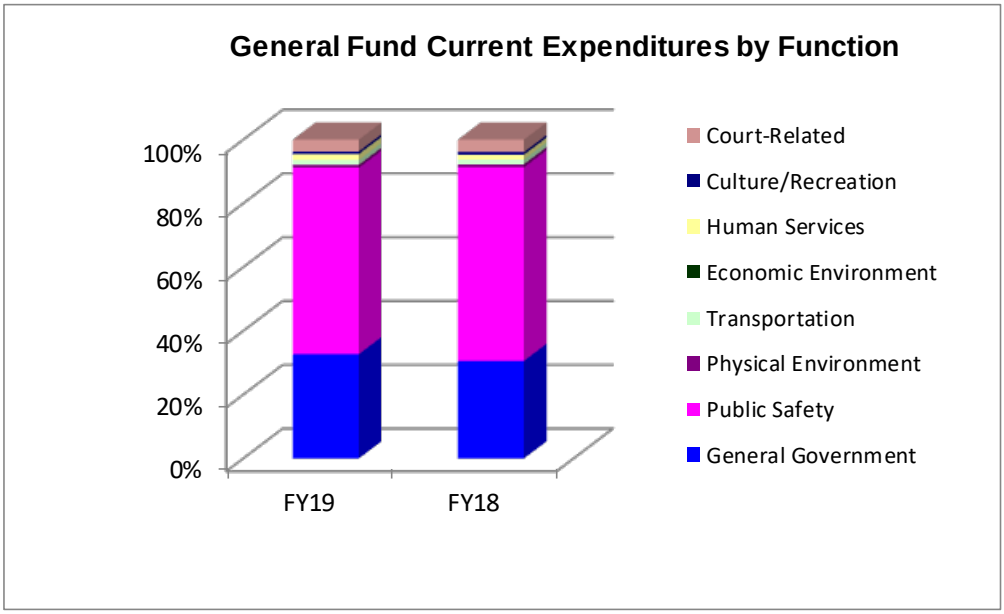


The decrease in fund balance of the County's General Fund was $1,963,307 during the current fiscal year, a change from prior year increase of $3,070,833. Key factors in this are as follows:

- The overall increase in revenues and decrease in transfers in over fiscal year 2018 were primarily attributable to property taxes increases due to a higher certified property values. Interest earnings were higher due to favorable interest rates. Sales tax and tourist development tax also increased due to efforts to stimulate the economy. Local half cent sales tax and state revenue sharing increased intergovernmental revenue. Transfers in decreased primarily due to reduced cost reimbursements for various programs.

- An increase in expenditures and transfers out over fiscal year 2018 for General Government was due primarily from operational costs for utilities, insurance, Medicaid, and state detention cost sharing programs. Public safety increased primarily due to increased cost associated with detention personnel and operating expenditures, and increased transfers for the Sheriff and road prison. Human Services increased community mental health services. Physical environment, transportation, and culture and recreation all increased slightly due to increased operational and personnel costs.

The following graph displays the General Fund's current expenditures by function for FY19 and FY18 (it does not include debt service or other financing uses).



The Disaster Recovery Fund was established to account for the costs and related funding assistance from state and federal sources for hurricane or other major disaster events. The negative fund balance of $6,585,393 represents expenditures for the April 2014 flood event. The County will continue to seek reimbursement from federal or state sources. An advance from the LOST Fund provided the initial resources to pay for these costs and the advance will be paid off as these outstanding reimbursement claims are resolved. Should the County be denied reimbursement for these claims, the County will have to use resources from other funds to pay off the LOST advance and fund deficit. In 2019, the County collected approximately $3.5 million from federal sources and incurred an additional $527 thousand in disaster costs.

The Mass Transit Authority Fund was established to account for the cost of operations of the Escambia County Area Transit Authority. On October 1, 2017 the County took operations in house, on February 15, 2018, Ordinance 2018-8 re-established the Fund as a Dependent Special District of Escambia County. Sources of revenue are operating grants, local option fuel tax, passengers and user fees, contributions from the University of West Florida, Santa Rosa Island Authority. At the end of fiscal year 2019, restricted fund balance was $2,708,699 and this represents 21% of the fund's total expenditures and transfers out. The fund balance increased $703,817, this was primarily due to increased grant revenues and increased user fees, in addition to savings on operating cost.

The Capital Project fund of the Mass Transit Authority is the Mass Transit Authority FTA-Capital Fund which was established to account for the revenue received from FTA and FDOT Grants and the costs associated with various mass transit capital projects. At the end of fiscal year 2019 fund balance was $347,143 this represents 94% of expenditures and transfers out. The fund balance increased $24,532 and was primarily due to transfers in and investment earnings.

The CRA Fund was established to account for the operations of the community redevelopment initiative. There are eight established redevelopment districts which are funded by tax increment financing (TIF) portions of property taxes for each respective district. At the end of fiscal year 2019 restricted fund balance was $3,773,068 and this represents 178% of the fund's total expenditures and transfers out. The fund balance increased $510,106. While the TIF funding remained at 75%, the rate remained constant primarily due to more projects expenditures within the TIF districts in order to expedite cleaner, safer neighborhoods and increase property values.

The restricted components of the fund balance of the CRA are comprised of the following:

	2019	2018
Warrington CRA	$ 1,238,726	$ 1,180,210
Brownsville CRA	354,694	306,755
Englewood CRA	332,267	228,332
Ensley CRA	168,701	24,245
Atwood CRA	61,502	5,087
Oakfield CRA	12,044	-
Palafox CRA	1,223,512	1,058,387
Barrancas CRA	248,241	366,135
Cantonment CRA	127,982	66,821
Neighborhood	5,399	26,990
	$ 3,773,068	$ 3,262,962

The Series 2017 Capital Projects Fund was established to account for the revenues associated with the Sales Tax Revenue Bonds, Series 2017 issued during FY2017; and to account for the expenditures associated with the planning, design and construction of the new Escambia County Jail Facility. Additional revenues funding this project will be Local Option Sales Tax, Insurance proceeds and Grant Revenue. Expenditures exceeded revenues by $30,979,430 for a fund balance of $54,724,387. At the end of fiscal year 2019 restricted fund balance was $54,724,387, a decrease of 36.1% over the prior year. Although grant revenue increased 143% from $11M to $27M, the fund balance decrease was mainly attributable to construction progress for the Escambia County Jail Facility.

The Local Option Sales Tax Fund's primary revenue is a 1% local option sales tax imposed by Escambia County, which was restricted by voter referendum primarily for capital projects and public safety expenditures. At the end of the current fiscal year, restricted fund balance was $115,169,975 or 208% of the fund's total expenditures and transfers out. While local option sales tax revenue includes a 4.5% increase in the sales tax revenue, driven by improvements in the local economy; fund balance decreased by $618,214. This was primarily a result of decreased capital expenditures of $2,347,787 or -5.1% over the prior year for infrastructure, transportation and drainage projects. Even though the revenue source is stable and predictable, the planning, budgeting, and execution of large projects results in variances from year to year in the amount of actual expenditure for projects.

Proprietary funds

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The Solid Waste and the Emergency Medical Service Funds are reported as major enterprise funds. The Inspection and Bay Center Funds are reported as non-major enterprise funds. As previously discussed, the internal service fund is combined with governmental funds to arrive at governmental activities.

Unrestricted net position of proprietary funds at the end of the year amounted to:

	2019	2018
Solid Waste	$ 21,209,468	$ 17,803,387
Emergency Medical Service	(2,796,331)	2,395,334
Inspection	2,640,296	2,139,144
Bay Center	594,974	144,515
	$ 21,648,407	$ 22,482,380

Unrestricted net position for proprietary funds decreased $833,973 which is a 3.7% decrease from the prior fiscal year. The total change in net position for proprietary funds for the Solid Waste, Emergency Medical Services, Inspection and Bay Center funds was $5,272,787, ($5,856,143), $549,745 and ($239,517) respectively. Solid Waste increases are due to franchise fees and dumping fees, which were attributable to increased tonnage from debris, construction and demolition waste. The Emergency Medical Services decrease was attributable to lower revenue from charges for service, reduced transfers out and an increase in pension expense.

General Fund Budgetary Highlights

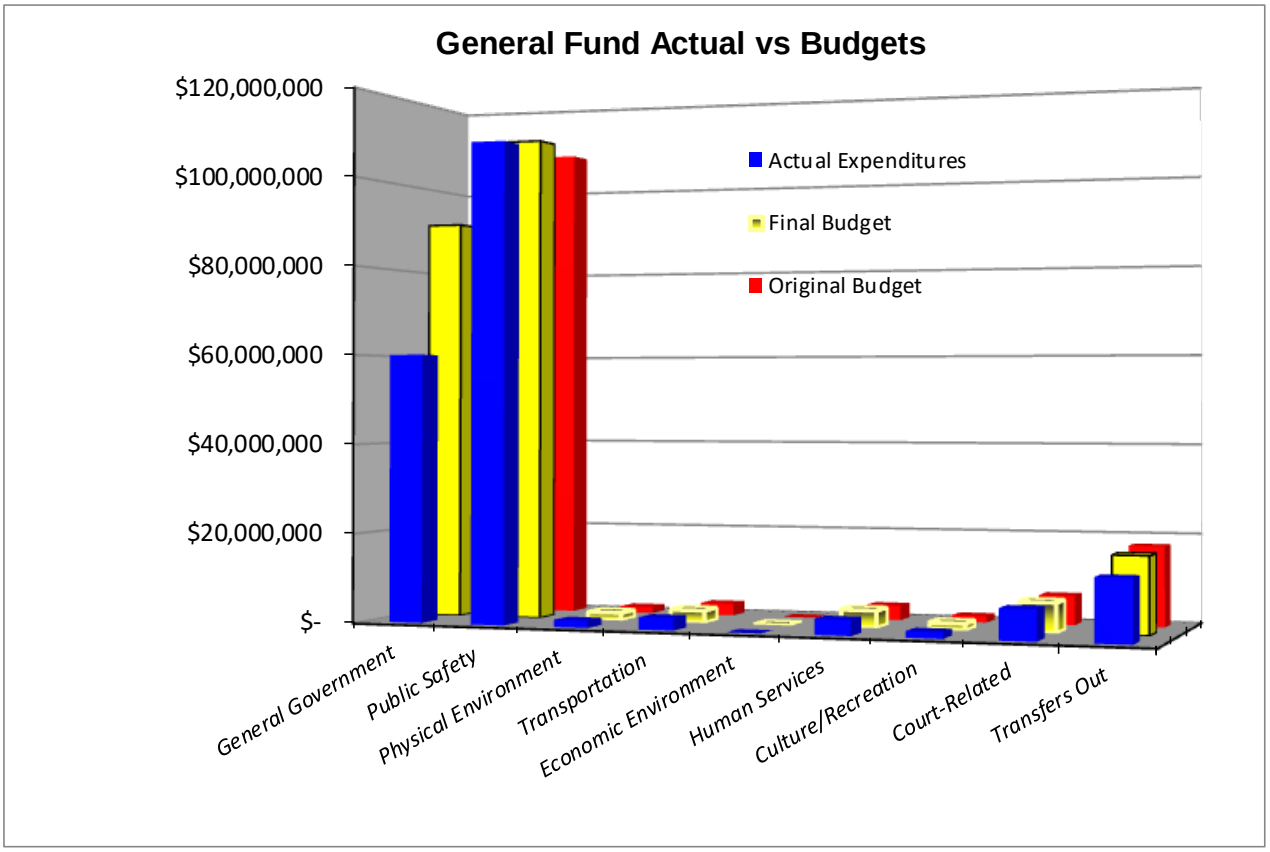
The General Fund's original budget was increased by $5,833,928, to arrive at the final amended budget for expenditures and transfers out. During the year there was a need to make an amendment to reallocate appropriations among departments when the prior year fund balances were finalized and purchase commitments were approved for re-budgeting. Generally the movement between departments was not significant. The largest change was to general government, contingency reserves and transfers out for road prison. The changes within functions are summarized in the following table.

	Original Budget	Final Budget	Change
General Government	$ 86,261,023	$ 90,485,579	$ 4,224,556
Public Safety	107,685,413	109,387,269	1,701,856
Physical Environment	1,455,438	1,669,244	213,806
Transportation	2,717,439	2,728,646	11,207
Economic Environment	-	-	-
Human Services	3,289,133	3,777,385	488,252
Culture/Recreation	1,454,373	1,508,740	54,367
Court-Related	6,522,959	6,522,959	-
Transfers Out	17,845,028	16,984,912	(860,116)
	$ 227,230,806	$ 233,064,734	$ 5,833,928

The General Fund under spent the final budget by $35,603,285 or 15.28% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 60,098,452	$ 90,485,579	$ 30,387,127	33.6%
Public Safety	107,504,624	109,387,269	1,882,645	1.7%
Physical Environment	1,622,767	1,669,244	46,477	2.8%
Transportation	2,746,727	2,728,646	(18,081)	-0.7%
Economic Environment	-	-	-	
Human Services	3,499,267	3,777,385	278,118	7.4%
Culture/Recreation	1,464,725	1,508,740	44,015	2.9%
Court-Related	6,819,974	6,522,959	(297,015)	-4.6%
Transfers Out	13,704,913	16,984,912	3,279,999	19.3%
	$ 197,461,449	$ 233,064,734	$ 35,603,285	15.3%

General Fund actual expenditures were less than anticipated expenditures by $35,603,285. Of this amount $18.48 million for purchase commitments was re-budgeted and assigned to the subsequent year budget. A review of actual expenditures compared to appropriations in the final budget yields no significant variances with the exception of an overall reduction of $1.3 million in salary and $3.1 million in operating. The majority of transfers out are offset by the elimination of budgeted General Fund transfers in, so they are not an actual budgeted expenditure. Transfers out increases were attributable to debt service and public safety programs. Cost and fuel allocation in the amount of $2.3 million in general government are budgeted, but eliminated expenditures. The remainder of unspent budget is primarily due to unspent budgeted contingency and reserves.



Capital Asset and Debt Administration

Capital assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2019 amounts to $707,897,336 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, improvements other than buildings (including leasehold improvements), equipment, software, infrastructure, and construction in progress. The total increase in the County's investment in capital assets for the current fiscal year was 12.5%.

Major capital asset events during the current fiscal year included the following:

- Building projects include the continued construction of the new Jail Facility, the renovations of Supervisor of Elections Building, the purchase of the Bellview Library, renovations to the Sheriffs building and the construction of restrooms at the Beulah Regional Park.

- Ongoing transportation infrastructure projects include Olive Road East corridor, Beach Haven NE Drainage, the replacement of the South Old Corry Field Road Bridge and OLF-X property improvements.

- Net construction in progress (CIP) increased to $96,637,515 primarily due to the construction of the new Jail and the improvements to infrastructure consisting of more than 100 projects for roads, drainage and bridge replacement including renovations.

- The net increase of $3.3 million in land includes Hazard Mitigation Grant Project-Bristol Park Creek, Navy Boulevard Project, OFL-X Land improvements, and the Beulah Library Land.

- Equipment purchases include the purchase of road construction equipment, security equipment, county vehicles, trucks, computers and communication radios.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	$ 67,819,602	$ 64,511,375	$ 5,793,269	$ 5,793,269	$ 73,612,871	$ 70,304,644
Construction in Progress	96,637,515	34,264,008	4,971,717	4,968,712	101,609,232	39,232,720
Equipment	148,698,394	144,485,045	30,158,196	27,562,219	178,856,590	172,047,264
Buildings and Improvements	238,441,284	235,774,341	37,377,780	37,341,150	275,819,064	273,115,491
Software	8,691,483	8,780,878	176,255	176,255	8,867,738	8,957,133
Infrastructure	906,030,292	867,220,907	51,738,702	49,657,042	957,768,994	916,877,949
	1,466,318,570	1,355,036,554	130,215,919	125,498,647	1,596,534,489	1,480,535,201
Less: Accumulated Depreciation	(809,789,817)	(776,531,636)	(78,847,336)	(74,690,909)	(888,637,153)	(851,222,545)
Capital Assets, net	$ 656,528,753	$ 578,504,918	$ 51,368,583	$ 50,807,738	$ 707,897,336	$ 629,312,656

Additional information on the County's capital assets, including major construction commitments, can be found in Note 3 of this report.

Long-term debt

At the end of the current fiscal year, the County had total notes and bonded debt outstanding of $153,255,000. Of this amount, $41,355,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $111,900,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax). The unamortized bond issue premium for the Series 2017 Sales Tax Revenue Bond and Series 2018 Capital Improvement Refunding Revenue Bond is $14,854,399.

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2019	2018
Revenue Bonds	$ 115,890,000	$ 115,545,000
Revenue Notes	37,365,000	50,484,000
	$ 153,255,000	$ 166,029,000
Unamortized Bond Issue Premium	14,854,399	10,228,121
	$ 168,109,399	$ 176,257,121

The County's outstanding debt; including the unamortized bond issue premium; had a net decrease of $8,147,722 or 4.62% during fiscal year 2019. Decreases were attributable to normal debt service principal reductions for revenue notes and revenue bonds.

Additional information on the County's debt, including any major changes to the County's credit ratings, can be found in Note 6 of this report.

There is no outstanding debt for Business-type activities.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect Escambia County and were considered in developing the 2019-2020 fiscal year budget.

- The annual average unemployment rate for the County for 2019 was 3.0%. The average adjusted rate for 2018 was 3.0%. There was no change from the prior year unemployment rate.
- The taxable assessed value increased 5.6% in the 2019 fiscal year.
- Population was updated to 315,534 at September 30, 2019, which is the revised 2018 population. This was a 0.1% increase from 2 years prior year. Current year population was not available at the time of the CAFR release.

During the current fiscal year, unassigned fund balance in the General Fund decreased to $29,036,549. The County has budgeted $229,173,057 for spending in the 2020 fiscal year budget, and assigned $18,484,060 of the ending 2019 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2020 fiscal year budget.

In an effort to help stimulate job creation and the economy, the County continues to work with the Greater Pensacola Chamber of Commerce and the City of Pensacola to recruit new industry to the area and stimulate job growth.

Requests for information

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the Escambia County Clerk of the Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502; 850-595-4825. This report is also available at the following web address: https://www.escambiaclerk.com.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
September 30, 2019

	Governmental Activities	Business-type Activities	Total	Component Unit
ASSETS				
Cash and Cash Equivalents	$ 171,624,798	$ 31,100,461	$ 202,725,259	$ 6,556,288
Investments	115,551,507	21,458,374	137,009,881	537,788
Accounts Receivable, Net	4,502,875	7,009,198	11,512,073	328,588
Accrued Interest Receivable	1,139,425	-	1,139,425	-
Due from Other Governments	20,105,660	-	20,105,660	144,591
Inventories	1,565,316	845,494	2,410,810	-
Assets Held for Investment	655,545	-	655,545	-
Other Assets	18,105,541	-	18,105,541	34,450
Capital Assets Not Being Depreciated	164,457,117	10,764,986	175,222,103	-
Capital Assets Net of Accumulated Depreciation	492,071,636	40,603,597	532,675,233	565,515
Total Assets	989,779,420	111,782,110	1,101,561,530	8,167,220
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	1,872,240	-	1,872,240	-
Pension Costs and Subsequent Contributions	74,656,751	6,626,863	81,283,614	278,792
OPEB Costs and Subsequent Contributions	1,076,966	64,052	1,141,018	4,626
Total deferred outflow of resources	77,605,957	6,690,915	84,296,872	283,418
LIABILITIES				
Accounts Payable	24,378,149	1,824,259	26,202,408	138,321
Contracts Payable	7,230,711	348,048	7,578,759	-
Accrued Liabilities	10,086,395	681,888	10,768,283	74,698
Compensated Absences Payable	-	120,502	120,502	-
Due to Other Governments	3,735,951	53,852	3,789,803	1,252,063
Deposits	350,475	32,780	383,255	-
Unearned Revenue	484,818	-	484,818	146,448
Other Current Liabilities	455,717	2,076,332	2,532,049	-
Escrow Deposits - restricted	-	154,794	154,794	-
Noncurrent Liabilities:				
Due Within One Year	12,302,306	77,116	12,379,422	-
Due in More Than One Year	423,297,719	38,518,429	461,816,148	2,336,176
Total Liabilities	482,322,241	43,888,000	526,210,241	3,947,706
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	988,729	-	988,729	638,465
Pension Costs	18,543,421	1,503,260	20,046,681	401,547
OPEB Costs	983,853	64,775	1,048,628	4,678
Total deferred inflow of resources	20,516,003	1,568,035	22,084,038	1,044,690
NET POSITION				
Net Investment in Capital Assets	535,720,764	51,368,583	587,089,347	565,515
Restricted for:				
Debt Service	270,355	-	270,355	-
Capital	124,812,335	-	124,812,335	1,234,106
Law Enforcement	5,922,070	-	5,922,070	-
Fire and Rescue	2,115,758	-	2,115,758	-
Economic & Community	9,855,977	-	9,855,977	-
Transportation	4,295,656	-	4,295,656	-
Other Purposes	16,692,626	-	16,692,626	-
Unrestricted	(135,138,408)	21,648,407	(113,490,001)	1,658,621
Total Net Position	$ 564,547,133	$ 73,016,990	$ 637,564,123	$ 3,458,242

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2019

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 74,073,729	$ 5,821,029	$ 109,753	$ 60,000
Public Safety	170,751,941	21,951,972	5,219,142	27,685,655
Physical Environment	6,047,918	17,005,828	366,274	1,725,946
Transportation	50,356,244	6,952,023	6,629,061	5,384,348
Economic Environment	14,642,310	642,639	2,316,314	252,709
Human Services	4,085,834	-	184,872	-
Culture/Recreation	11,407,750	457,181	362,005	-
Court-Related	12,529,809	11,718,546	2,056,941	2,004,289
Interest on Long-Term Debt	6,621,484	-	-	-
Total Governmental Activities	350,517,019	64,549,218	17,244,362	37,112,947
Business-type Activities:				
Solid Waste	11,556,201	16,074,867	-	-
Emergency Medical Services	16,207,045	11,863,120	54,120	153,849
Inspection Fund	2,618,874	2,976,526	-	-
Bay Center	7,562,216	5,489,189	-	97,294
Total Business-type Activities	37,944,336	36,403,702	54,120	251,143
Total Primary Government	$ 388,461,355	$ 100,952,920	$ 17,298,482	$ 37,364,090
Component Unit:				
Santa Rosa Island Authority	5,327,277	4,870,396	-	1,874,128
Total Component Unit	$ 5,327,277	$ 4,870,396	$ -	$ 1,874,128

General Revenues:
Property Tax
Sales Tax
Public Service Tax
Communication Service Tax
Gas Tax
Unrestricted State Revenue Sharing
Tourist Development Tax
Other Taxes
Unrestricted Intergovernmental Revenues
Investment Income
Miscellaneous
Transfers In (Out)
Total General Revenues and Transfers
Change in Net Position
Beginning Net Position
Ending Net Position

The notes to the financial statements are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Total	Component Unit
$ (68,082,947)	$ -	$ (68,082,947)	
(115,895,172)	-	(115,895,172)	
13,050,130	-	13,050,130	
(31,390,812)	-	(31,390,812)	
(11,430,648)	-	(11,430,648)	
(3,900,962)	-	(3,900,962)	
(10,588,564)	-	(10,588,564)	
3,249,967	-	3,249,967	
(6,621,484)	-	(6,621,484)	
(231,610,492)	-	(231,610,492)	
-	4,518,666	4,518,666	
-	(4,135,956)	(4,135,956)	
-	357,652	357,652	
-	(1,975,733)	(1,975,733)	
-	(1,235,371)	(1,235,371)	
(231,610,492)	(1,235,371)	(232,845,863)	
			1,417,247
			1,417,247
124,915,785	-	124,915,785	-
75,532,952	-	75,532,952	-
1,439,639	-	1,439,639	-
2,225,150	-	2,225,150	-
19,040,395	-	19,040,395	-
9,343,600	-	9,343,600	-
12,333,148	-	12,333,148	-
1,069,097	-	1,069,097	-
70,066	-	70,066	-
9,524,568	1,416,478	10,941,046	11,644
2,987,435	169,262	3,156,697	76,820
623,497	(623,497)	-	-
259,105,332	962,243	260,067,575	88,464
27,494,840	(273,128)	27,221,712	1,505,711
537,052,293	73,290,118	610,342,411	1,952,531
$ 564,547,133	$ 73,016,990	$ 637,564,123	$ 3,458,242

ESCAMBIA COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2019

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
ASSETS				
Cash and Cash Equivalents	$ 35,350,997	$ 835,346	$ 40,423	$ 2,280,172
Investments	19,475,909	618,654	29,984	1,691,317
Accounts Receivable	1,407,894	236,669	-	-
Accrued Interest Receivable	1,139,425	-	-	-
Due from Other Funds	143,795	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	3,860,058	1,574,242		-
Inventories	727,242	181,990	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,067,799	-	-	-
Total Assets	$ 65,173,119	$ 3,446,901	$ 70,407	$ 3,971,489
LIABILITIES				
Accounts Payable	$ 2,754,963	$ 382,236	$ 11,010	$ 166,902
Contracts Payable	27,240	-	-	9,356
Accrued Liabilities	7,549,192	354,324	-	22,163
Due to Other Funds	326,417	-	-	-
Advances Payable to Other Funds	-	-	6,644,790	-
Due to Other Governments	2,415,562	1,642	-	-
Deposits	181,008	-	-	-
Unearned Revenue	160,105	-	-	-
Other Current Liabilities	455,717	-	-	-
Total Liabilities	13,870,204	738,202	6,655,800	198,421
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,055,064	-	-	-
Total Deferred Inflow of Resources	3,055,064	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	727,242	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	-	3,773,068
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	2,708,699	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	18,484,060	-	-	-
Unassigned	29,036,549	-	(6,585,393)	-
Total Fund Balances	48,247,851	2,708,699	(6,585,393)	3,773,068
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 65,173,119	$ 3,446,901	$ 70,407	$ 3,971,489

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 38,986,687	$ 197,238	$ 50,787,433	$ 32,467,725	$ 160,946,021
28,918,356	146,301	37,671,553	19,673,454	108,225,528
-	-	680,285	803,065	3,127,913
-	-	-	-	1,139,425
-	-	-	234,669	378,464
-	-	9,121,289	-	9,121,289
-	17,210	8,858,585	5,671,992	19,982,087
-	-	-	333,755	1,242,987
-	-	-	655,545	655,545
-	-	15,037,742	-	18,105,541
$ 67,905,043	$ 360,749	$ 122,156,887	$ 59,840,205	$ 322,924,800
$ 8,679,900	$ 13,606	$ 4,363,352	$ 2,965,481	$ 19,337,450
4,500,756	-	2,374,801	291,720	7,203,873
-	-	101,106	2,004,223	10,031,008
-	-	143,795	538,819	1,009,031
-	-	-	2,476,499	9,121,289
-	-	2,603	1,310,649	3,730,456
-	-	1,255	166,830	349,093
-	-	-	324,713	484,818
-	-	-	-	455,717
13,180,656	13,606	6,986,912	10,078,934	51,722,735
-	-	-	-	3,055,064
-	-	-	-	3,055,064
-	-	-	333,755	1,060,997
-	-	-	3,872,036	3,872,036
-	-	-	284,337	284,337
-	-	15,037,742	270,355	15,308,097
-	-	17,275,496	356,241	21,404,805
-	-	-	2,115,758	2,115,758
-	-	-	35,964	35,964
-	-	-	3,298,485	3,298,485
54,724,387	-	-	-	54,724,387
-	-	-	278,931	278,931
-	-	-	3,642,794	3,642,794
-	347,143	-	-	3,055,842
-	-	-	2,041,988	2,041,988
-	-	-	2,822,088	2,822,088
-	-	-	1,008,526	1,008,526
-	-	-	5,439,833	5,439,833
-	-	-	5,311,218	5,311,218
-	-	82,856,737	743,352	83,600,089
-	-	-	512,348	512,348
-	-	-	1,835,003	1,835,003
-	-	-	10,442,521	10,442,521
-	-	-	1,315,988	1,315,988
-	-	-	3,799,750	3,799,750
-	-	-	-	18,484,060
-	-	-	-	22,451,156
54,724,387	347,143	115,169,975	49,761,271	268,147,001
$ 67,905,043	$ 360,749	$ 122,156,887	$ 59,840,205	$ 322,924,800

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

as of September 30, 2019

Total fund balances of governmental funds		$ 268,147,001
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore, are not reported in governmental funds. The cost of assets is $1,464,683,700 Accumulated depreciation and amortization is $808,703,658. The difference does not include the net capital assets of the internal service funds $548,711 which are included below.		655,980,042
The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets, liabilities, outflows/inflows of the internal service fund are included in activities in the Statement of Net Position.		4,811,658
At the governmental fund level, certain other long term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		2,066,335
Deferred inflows and outflows of resources related to debt:		
Deferred charge on refunding (to be amortized as interest expense)		1,872,240
Deferred outflows and inflows of resources related to pensions and other post employment benefits (OPEB) are applicable to future periods and not reported in governmental funds. The difference does not include certain amounts from the internal service fund which is included above.		
Deferred outflows of resources - Pensions	74,372,331	
Deferred inflows of resources - Pensions	(18,475,783)	
Deferred outflows of resources - OPEB	1,070,780	
Deferred inflows of resources - OPEB	(977,597)	
		55,989,731
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities --both current and long-term--are reported in the Statement of Net Position. The difference does not include the internal service funds $11,180,798 which is included above. Long-term liabilities at year-end consist of:		
Bonds payable	115,890,000	
Notes payable	37,365,000	
Bond issuance premiums	14,854,399	
Pollution remediation	180,000	
Compensated absences	25,486,402	
Other post employment benefits	19,277,640	
Net pension liability proportionate share	211,266,433	
		(424,319,874)
Total net position of governmental activities		$ 564,547,133

The notes to the financial statements are an integral part of the financial statements.


ESCAMBIA COUNTY
FLORIDA

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES				
Taxes	$ 119,157,202	$ 4,897,949	$ -	$ 2,479,306
Permits and Fees	-	-	-	-
Franchise Fees	13,426,526	-	-	-
Special Assessments	885,119	-	-	-
Intergovernmental Revenues	37,978,250	6,896,498	3,456,774	-
Charges for Services	12,185,178	1,674,151	-	-
Judgments and Fines	1,617,697	-	-	-
Investment Income	2,479,479	46,697	30,389	128,138
Miscellaneous Revenues	3,419,460	81,090	-	-
Total Revenues	191,148,911	13,596,385	3,487,163	2,607,444
EXPENDITURES				
Current:				
General Government	60,098,452	-	-	2,114,838
Public Safety	107,504,624	-	526,920	-
Physical Environment	1,622,767	-	-	-
Transportation	2,746,727	12,892,568	-	-
Economic Environment	-	-	-	-
Human Services	3,499,267	-	-	-
Culture/Recreation	1,464,725	-	-	-
Court-Related	6,819,974	-	-	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Bond Issuance Costs	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	183,756,536	12,892,568	526,920	2,114,838
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,392,375	703,817	2,960,243	492,606
OTHER FINANCING SOURCES (USES)				
Transfers In	4,349,231	-	-	17,500
Transfers (Out)	(13,704,913)	-	-	-
Issuance Refunding Bonds Payable	-	-	-	-
Premium (Discount) on Notes/Bonds	-	-	-	-
Payment to Refunded Bond Holders	-	-	-	-
Total Other Financing Sources and (Uses)	(9,355,682)	-	-	17,500
Net Change in Fund Balances	(1,963,307)	703,817	2,960,243	510,106
Fund Balances - Beginning	50,211,158	2,004,882	(9,545,636)	3,262,962
Fund Balances - Ending	$ 48,247,851	$ 2,708,699	$ (6,585,393)	$ 3,773,068

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 48,140,106	$ 27,541,953	$ 202,216,516
-	-	-	362,347	362,347
-	-	-	2,036,924	15,463,450
-	-	-	18,145,093	19,030,212
26,837,517	384,361	3,052,674	16,250,811	94,856,885
-	-	192,265	10,897,801	24,949,395
-	-	-	898,068	2,515,765
1,811,110	8,626	2,941,313	1,637,238	9,082,990
-	-	340,684	2,212,873	6,054,107
28,648,627	392,987	54,667,042	79,983,108	374,531,667
-	-	260,224	2,847,096	65,320,610
508,666	-	1,200	33,338,112	141,879,522
-	-	-	2,714,743	4,337,510
-	70,066	1,447,973	18,279,480	35,436,814
-	-	1,089,869	13,232,850	14,322,719
-	-	137,164	168,884	3,805,315
-	-	1,489,402	8,333,071	11,287,198
-	-	-	4,021,162	10,841,136
-	-	-	7,765,000	7,765,000
-	-	-	6,847,490	6,847,490
-	-	-	310,578	310,578
59,119,391	298,389	43,947,180	-	103,364,960
59,628,057	368,455	48,373,012	97,858,466	405,518,852
(30,979,430)	24,532	6,294,030	(17,875,358)	(30,987,185)
-	-	-	22,496,084	26,862,815
-	-	(6,912,244)	(5,622,161)	(26,239,318)
-	-	-	41,545,000	41,545,000
-	-	-	5,318,882	5,318,882
-	-	-	(46,554,000)	(46,554,000)
-	-	(6,912,244)	17,183,805	933,379
(30,979,430)	24,532	(618,214)	(691,553)	(30,053,806)
85,703,817	322,611	115,788,189	50,452,824	298,200,807
$ 54,724,387	$ 347,143	$ 115,169,975	$ 49,761,271	$ 268,147,001

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		$ (30,053,806)
Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital additions ($116,512,830) exceeds depreciation ($38,043,714) in the current period. Total capital additions consist of capital expenditures of $113,614,333 and non-cash contributions of $2,898,497 for donated roads.		78,469,116
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(76,974)
The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:		
Debt issued or repaid:		
Issuance of refunding notes/bonds	(41,545,000)	
Discount (premium) on issuance	(5,318,882)	
Principal repayments	7,765,000	
Amortization of deferred charge on refunding	(156,020)	
Amortization of interest expense on bond premium	692,604	
Payment to bond holders for refunding	46,554,000	
		7,991,702

Continued

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued

For the Year Ended September 30, 2019

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:		
Changes in compensated absences	603,504	
Changes in other post employment benefits	21,210	
		624,714
Governmental funds report County pension contributions as expenditures. In the statement of activities, the cost of the pension benefits earned net of contributions is reported as pension expense.		
Difference between pension contribution and net pension expense		(28,634,564)
Governmental funds report other post employment benefit contributions as expenditures. However, in the statement of activities, the actuarial cost of benefits earned net of employee contributions is reported as an expense.		(317,457)
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the capital assets sold/disposed.		(399,256)
The internal service fund is used by management to charge the costs of risk management and other services to other funds. The net income of the internal service fund is reported with governmental activities.		(108,635)
Change in net position of governmental activities:		$ 27,494,840

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
GENERAL FUND - COUNTY WIDE
For the Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 118,521,436	$ 118,521,436	$ 119,157,202	$ 635,766
Franchise Fees	12,046,428	12,046,428	13,426,526	1,380,098
Special Assessments	848,711	848,711	885,119	36,408
Intergovernmental Revenues	30,990,284	31,023,305	37,978,250	6,954,945
Charges for Services	11,195,947	11,202,415	12,185,178	982,763
Judgments and Fines	1,697,000	1,697,000	1,617,697	(79,303)
Investment Income	225,070	225,070	2,479,479	2,254,409
Miscellaneous Revenues	2,984,620	3,679,208	3,419,460	(259,748)
Total Revenues	178,509,496	179,243,573	191,148,911	11,905,338
EXPENDITURES				
Current:				
General Government	86,261,023	90,485,579	60,098,452	30,387,127
Public Safety	107,685,413	109,387,269	107,504,624	1,882,645
Physical Environment	1,455,438	1,669,244	1,622,767	46,477
Transportation	2,717,439	2,728,646	2,746,727	(18,081)
Human Services	3,289,133	3,777,385	3,499,267	278,118
Culture/Recreation	1,454,373	1,508,740	1,464,725	44,015
Court-Related	6,522,959	6,522,959	6,819,974	(297,015)
Total Expenditures	209,385,778	216,079,822	183,756,536	32,323,286
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,876,282)	(36,836,249)	7,392,375	44,228,624
OTHER FINANCING SOURCES (USES)				
Transfers In	6,515,490	4,376,023	4,349,231	(26,792)
Transfers (Out)	(17,845,028)	(16,984,912)	(13,704,913)	3,279,999
Total Other Financing Sources and (Uses)	(11,329,538)	(12,608,889)	(9,355,682)	3,253,207
Net Change in Fund Balance	(42,205,820)	(49,445,138)	(1,963,307)	47,481,831
Fund Balance - Beginning	42,205,820	49,445,138	50,211,158	766,020
Fund Balance - Ending	$ -	$ -	$ 48,247,851	$ 48,247,851

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

MASS TRANSIT AUTHORITY FUND

For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 4,560,000	$ 4,560,000	$ 4,897,949	$ 337,949
Intergovernmental Revenues	6,853,078	6,887,650	6,896,498	8,848
Charges for Services	1,914,039	2,146,532	1,674,151	(472,381)
Investment Income	-	-	46,697	46,697
Miscellaneous Revenues	-	-	81,090	81,090
Total Revenues	13,327,117	13,594,182	13,596,385	2,203
EXPENDITURES				
Current:				
Transportation	13,327,117	15,359,957	12,892,568	2,467,389
Total Expenditures	13,327,117	15,359,957	12,892,568	2,467,389
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(1,765,775)	703,817	2,469,592
OTHER FINANCING SOURCES (USES)				
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balance	-	(1,765,775)	703,817	2,469,592
Fund Balance - Beginning	-	1,765,775	2,004,882	239,107
Fund Balance - Ending	$ -	$ -	$ 2,708,699	$ 2,708,699

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
DISASTER RECOVERY FUND
For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 1,515,646	$ 3,456,774	$ 1,941,128
Investment Income	-	-	30,389	30,389
Total Revenues	-	1,515,646	3,487,163	1,971,517
EXPENDITURES				
Current:				
Public Safety	-	1,515,646	526,920	988,726
Total Expenditures	-	1,515,646	526,920	988,726
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	2,960,243	2,960,243
Net Change in Fund Balance	-	-	2,960,243	2,960,243
Fund Balance - Beginning	-	-	(9,545,636)	(9,545,636)
Fund Balance - Ending	$ -	$ -	$ (6,585,393)	$ (6,585,393)

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

COMMUNITY REDEVELOPMENT AGENCY FUND

For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 2,479,306	$ 2,479,306	$ 2,479,306	$ -
Intergovernmental Revenues	17,500	17,500	-	(17,500)
Investment Income	-	-	128,138	128,138
Total Revenues	2,496,806	2,496,806	2,607,444	110,638
EXPENDITURES				
Current:				
General Government	3,540,529	5,759,769	2,114,838	3,644,931
Total Expenditures	3,540,529	5,759,769	2,114,838	3,644,931
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,043,723)	(3,262,963)	492,606	3,755,569
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	17,500	17,500
Total Other Financing Sources and (Uses)	-	-	17,500	17,500
Net Change in Fund Balance	(1,043,723)	(3,262,963)	510,106	3,773,069
Fund Balance - Beginning	1,043,723	3,262,963	3,262,962	(1)
Fund Balance - Ending	$ -	$ -	$ 3,773,068	$ 3,773,068

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
ASSETS					
Current Assets:					
Cash and Cash Equivalents	$ 12,950,222	$ 2,166,482	$ 5,489,995	$ 20,606,699	$ 10,678,777
Restricted Assets Available for Current Liabilities	224,625	-	7,285	231,910	-
Investments	17,382,008	1,606,764	2,469,602	21,458,374	7,325,979
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,609,335	5,280,976	118,887	7,009,198	1,374,962
Due from Other Funds	-	-	-	-	630,567
Due from Other Governments	-	-	-	-	123,573
Inventories	-	743,592	101,902	845,494	322,329
Prepaid Items	-	-	-	-	-
Total Current Assets	32,166,190	9,797,814	8,187,671	50,151,675	20,456,187
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	147,509	-	7,285	154,794	-
Saufley C&D - restricted	615,308	-	-	615,308	-
Landfill Escrow	9,723,660	-	-	9,723,660	-
Less: Portion Classified as Current	(224,625)	-	(7,285)	(231,910)	-
Total restricted assets	10,261,852	-	-	10,261,852	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,362,088	1,100,349	25,915,343	37,377,780	399,564
Improvements Other than Buildings	48,557,964	86,275	3,094,463	51,738,702	937,373
Machinery, Equipment and Vehicles	16,519,492	10,789,141	2,849,563	30,158,196	297,933
Intangibles	-	176,255	-	176,255	-
Construction in Progress	4,971,717	-	-	4,971,717	-
Less: Accumulated Depreciation	(41,412,739)	(9,337,694)	(28,096,903)	(78,847,336)	(1,086,159)
Total Capital Assets (Net)	44,785,348	2,820,769	3,762,466	51,368,583	548,711
Total Noncurrent Assets	55,047,200	2,820,769	3,762,466	61,630,435	548,711
Total Assets	87,213,390	12,618,583	11,950,137	111,782,110	21,004,898
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	788,061	5,168,189	670,613	6,626,863	284,420
OPEB Cost and Subsquent Contrib.	13,207	40,892	9,953	64,052	6,186
Total deferred outflow of resources	801,268	5,209,081	680,566	6,690,915	290,606

Continued

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION - Continued

PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
LIABILITIES					
Current Liabilities:					
Accounts Payable	$ 668,091	$ 172,285	$ 983,883	$ 1,824,259	$ 5,040,699
Contracts Payable	348,048	-	-	348,048	26,838
Accrued Liabilities	130,885	462,367	88,636	681,888	55,387
Compensated Absences Payable	46,776	40,968	32,758	120,502	92,666
Estimated Claims Payable	-	-	-	-	2,916,000
Due to Other Governments	22,246	134	31,472	53,852	5,495
Deposits	2,022	-	30,758	32,780	1,382
Other Current Liabilities	-	-	2,076,332	2,076,332	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	77,116	-	-	77,116	-
Escrow Deposits - restricted	147,509	-	7,285	154,794	-
Total Current Liabilities	1,442,693	675,754	3,251,124	5,369,571	8,138,467
Noncurrent Liabilities:					
Compensated Absences Payable	420,984	373,789	294,819	1,089,592	833,989
Other Post Employment Benefits	192,944	625,300	143,780	962,024	80,226
Net Pension Liability	2,164,899	14,961,432	1,784,079	18,910,410	795,270
Estimated Claims Payable	-	-	-	-	6,562,000
Landfill Closure Costs Payable	17,556,403	-	-	17,556,403	-
Total Noncurrent Liabilities	20,335,230	15,960,521	2,222,678	38,518,429	8,271,485
Total Liabilities	21,777,923	16,636,275	5,473,802	43,888,000	16,409,952
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	228,563	1,125,597	149,100	1,503,260	67,638
Unamortized OPEB Costs	13,356	41,354	10,065	64,775	6,256
Total deferred inflow of resources	241,919	1,166,951	159,165	1,568,035	73,894
NET POSITION					
Net Investment in Capital Assets	44,785,348	2,820,769	3,762,466	51,368,583	548,711
Unrestricted	21,209,468	(2,796,331)	3,235,270	21,648,407	4,262,947
Total Net Position	$ 65,994,816	$ 24,438	$ 6,997,736	$ 73,016,990	$ 4,811,658

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Operating Revenues:					
Charges for Services	$ 16,074,867	$ 11,863,120	$ 8,465,715	$36,403,702	$ 38,204,467
Miscellaneous Revenues	75,775	5,124	88,363	169,262	-
Total Operating Revenues	16,150,642	11,868,244	8,554,078	36,572,964	38,204,467
Operating Expenses:					
Personal Services	2,981,033	12,291,547	2,127,637	17,400,217	1,693,746
Contracted Services	932,454	307,805	6,674,703	7,914,962	-
Claims Incurred and Change in Estimate	-	-	-	-	1,982,591
Supplies and Materials	109,797	247,728	8,205	365,730	-
Repairs and Maintenance	1,146,022	924,388	60,267	2,130,677	31,347
Other Services and Charges	1,697,946	1,128,968	387,818	3,214,732	4,126,419
Depreciation	3,174,177	1,145,246	795,090	5,114,513	69,836
Provision for Closure and Long Term Care	1,214,741	-	-	1,214,741	-
Premiums/Claims Expense	314,786	168,341	127,370	610,497	30,850,741
Total Operating Expenses	11,570,956	16,214,023	10,181,090	37,966,069	38,754,680
Operating Income (Loss)	4,579,686	(4,345,779)	(1,627,012)	(1,393,105)	(550,213)
Nonoperating Revenues (Expenses):					
Grants	-	54,120	-	54,120	-
Investment Income	1,208,090	68,442	139,946	1,416,478	441,578
Gain (Loss) on Disposal of Capital Assets	14,755	6,978	-	21,733	-
Total Nonoperating Revenues (Expenses)	1,222,845	129,540	139,946	1,492,331	441,578
Income (Loss) Before Transfers and Contributions	5,802,531	(4,216,239)	(1,487,066)	99,226	(108,635)
Transfer In	-	-	1,700,000	1,700,000	-
Transfer (Out)	(529,744)	(1,793,753)	-	(2,323,497)	-
Capital Contributions	-	153,849	97,294	251,143	-
Change in Net Position	5,272,787	(5,856,143)	310,228	(273,128)	(108,635)
Net Position	60,722,029	5,880,581	6,687,508	73,290,118	4,920,293
Net Position - Ending	$ 65,994,816	$ 24,438	$ 6,997,736	$73,016,990	$ 4,811,658

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				Governmental Activities -
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$16,793,341	$ 13,994,211	$8,959,416	$ 39,746,968	$ 5,393,542
Receipts from interfund risk/benefits management	-	-	-	-	27,692,838
Receipts from interfund fleet/fuel management	-	-	-	-	3,942,934
Payments to suppliers	(4,284,564)	(3,812,101)	(6,963,168)	(15,059,833)	(34,936,374)
Payments to employees	(2,791,536)	(10,119,911)	(1,961,117)	(14,872,564)	(1,159,451)
Net Cash Provided (Used) by Operating Activities	9,717,241	62,199	35,131	9,814,571	933,489
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(529,744)	(1,793,753)	-	(2,323,497)	-
Transfers from other funds	-	-	1,700,000	1,700,000	-
Advances due to/from other funds	-	-	-	-	204,551
Subsidy from federal/state grants	-	54,120	-	54,120	-
Net Cash Provided (Used) by Noncapital Financing Activities	(529,744)	(1,739,633)	1,700,000	(569,377)	204,551
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(4,779,120)	(425,342)	(56,413)	(5,260,875)	(23,811)
Loss from disposal of capital assets	(247,008)	105,401	-	(141,607)	-
Landfill closure costs paid	(64,290)	-	-	(64,290)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,090,418)	(319,941)	(56,413)	(5,466,772)	(23,811)
Cash Flows from Investing Activities					
Sale (purchase) of investments	(434,287)	1,114,501	(234,667)	445,547	147,110
Interest received	1,208,090	68,442	139,946	1,416,478	441,578
Net Cash Provided (Used) by Investing Activities	773,803	1,182,943	(94,721)	1,862,025	588,688
Net Increase (Decrease) in Cash and Cash Equivalents	4,870,882	(814,432)	1,583,997	5,640,447	1,702,917
Cash and cash equivalents at beginning of year	18,565,817	2,980,914	3,913,283	25,460,014	8,975,860
Cash and cash equivalents at end of year	$23,436,699	$ 2,166,482	$5,497,280	$ 31,100,461	$ 10,678,777
Cash and Cash Equivalents Classified As:					
Current assets	$12,950,222	$ 2,166,482	$5,489,995	$ 20,606,699	$ 10,678,777
Current restricted assets	224,625	-	7,285	231,910	-
Noncurrent restricted assets	10,261,852	-	-	10,261,852	-
Total Cash and Cash Equivalents	$23,436,699	$ 2,166,482	$5,497,280	$ 31,100,461	$ 10,678,777

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	$ 4,579,686	$ (4,345,779)	$ (1,627,012)	$ (1,393,105)	$ (550,213)
Depreciation	3,174,177	1,145,246	795,090	5,114,513	69,836
Provision for closure and postclosure	1,214,741	-	-	1,214,741	-
Change in Assets and Liabilities:					
Accounts receivable	637,238	2,125,967	16,153	2,779,358	(705,632)
Inventories	-	(459,284)	(28,274)	(487,558)	51,335
Prepaids	-	-	-	-	-
Accounts payable	(208,908)	(573,839)	322,641	(460,106)	2,466,776
Contracts payable	118,117	-	-	118,117	26,838
Accrued liabilities	(14,317)	17,455	(8,724)	(5,586)	4,877
Due to other governments	7,232	(1,748)	828	6,312	3,696
Customer deposits	5,461	-	17,775	23,236	1,382
Other current liabilities	-	-	371,410	371,410	-
Compensated absences	(50,046)	(74,591)	(26,760)	(151,397)	(35,764)
Other post employment benefits and related deferred outflows/inflows of resources	6,563	48,221	3,322	58,106	(7,071)
Net pension liability proportionate share and related deferred outflows/inflows of resources	247,297	2,180,551	198,682	2,626,530	101,350
Claims payable	-	-	-	-	(493,921)
Total Adjustments	5,137,555	4,407,978	1,662,143	11,207,676	1,483,702
Net Cash Provided (Used) by Operating Activities	$ 9,717,241	$ 62,199	$ 35,131	$ 9,814,571	$ 933,489
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ 153,849	$ 97,294	$ 251,143	$ -

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2019

ASSETS	
Cash and Cash Equivalents	$ 11,462,600
Accounts Receivable	487,031
Total Assets	$ 11,949,631
LIABILITIES	
Due to Other Governments	$ 4,194,791
Due to Individuals	3,852,928
Other Current Liabilities	3,901,912
Total Liabilities	$ 11,949,631

The notes to the financial statements are an integral part of the financial statements

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
COMPONENT UNIT
September 30, 2019

	Business-Type Activities
	Santa Rosa Island Authority
ASSETS	
Cash and Cash Equivalents	$ 3,249,722
Investments	537,788
Accounts Receivable	328,588
Due from Other Governments	144,591
Other Assets	34,450
Total Current Assets	4,295,139
Noncurrent Assets:	
Restricted Assets:	
Cash and Cash Equivalents	3,306,566
Capital Assets, Net of Depreciation	565,515
Total Noncurrent Assets	3,872,081
Total Assets	8,167,220
DEFERRED OUTFLOWS OF RESOURCES	
OPEB	4,626
Pension	278,792
Total deferred outflow of resources	283,418
LIABILITIES	
Accounts Payable	138,321
Accrued Liabilities	74,698
Due to Other Governments	1,252,063
Unearned Revenue	146,448
Total Current Liabilities	1,611,530
Noncurrent Liabilities:	
Compensated Absences	72,727
Other Post Employment Benefits	115,222
Net Pension Liability	883,227
Other Noncurrent Liabilities	1,265,000
Total Noncurrent Liabilities	2,336,176
Total Liabilities	3,947,706
DEFERRED INFLOW OF RESOURCES	
Unearned Revenues	85,933
Unearned Consideration Fees	552,532
Other Post Employment Benefits	4,678
Pension	401,547
Total Deferred Inflow of Resources	1,044,690
NET POSITION	
Invested in Capital Assets	565,515
Restricted for Capital Improvements	1,234,106
Unrestricted	1,658,621
Total Net Position	$ 3,458,242

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES - COMPONENT UNIT
For the Year Ended September 30, 2019

	Business-Type Activities	
	Santa Rosa Island Authority	
EXPENSES		
Business Type Activities:		
Operating Expenses	$	5,327,277
Total Program Expenses		5,327,277
PROGRAM REVENUES		
Charges for Services		4,870,396
Capital Grants and Contributions		1,874,128
Total Program Revenue		6,744,524
Net Program (Revenue) Expenses		(1,417,247)
GENERAL REVENUES		
Investment Income		11,644
Miscellaneous		76,820
Total General Revenues		88,464
Change in Net Position		1,505,711
Net Position - Beginning		1,952,531
Net Position - Ending	$	3,458,242

The notes to the financial statements are an integral part of the financial statements.

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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-wide Financial Statements

The financial statements of Escambia County, Florida (the "County") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government and its component unit. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component unit for which the primary government is financially accountable. Significant County accounting policies are described below.

B. Financial Reporting Entity

Escambia County, Florida (the County) is a political subdivision of the State of Florida created pursuant to Chapter 7 of the Florida Statutes. The County is governed by a five member Board of County Commissioners (the Board), elected from single-member districts. The Board has no powers other than those expressly vested in it by State Statute. In addition to the Board, there are five elected Constitutional Officers: pursuant to Article 8, Section 1(d), of the Constitution of the State of Florida; the Clerk of the Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets. The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers.

The combining financial statements include the operations of the Board of County Commissioners, Clerk of the Circuit Court and Comptroller, Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and those separately administered organizations for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

Blended Component Unit
Community Redevelopment Agency (CRA) – Pursuant to Florida Statutes section 163 Part III, the Community Redevelopment Act of 1969 authorized governments to use tax increment financing as a means for community redevelopment. The primary purpose of this act is to provide local governments with a source of funds to revitalize the deteriorated portions of their communities; thus establishing a financial benefit or burden relationship between the primary government and the CRA. The primary government also has operational responsibility for the Community Redevelopment Agency. In 1995, the Board of County Commissioners adopted Ordinance No. 95-6 which established the Community Redevelopment Agency (CRA) of Escambia County. Eight redevelopment areas are included under the CRA jurisdiction. The County Board serves as the CRA Board and has all rights, powers, duties, privileges and immunities authorized by the Act. The CRA is reported as a major special revenue fund in the fund financial statements of the County; a copy of this report may be found at the Community Redevelopment Agency Office; 221 Palafox Place; Suite 305, Pensacola Florida 32502.

Escambia County Area Transit Authority (Mass Transit Authority) – Pursuant to Florida Statutes section 189 Uniform Special District Accountability Act, is classified as a Dependent Special District because the membership of the Mass Transit Authority's governing body is identical to Escambia County and the Mass Transit Authority's budget requires approval through an affirmative vote or can be vetoed by Escambia County. The primary purpose of this Mass Transit Authority is to own, operate and manage the public transportation system in Escambia County on behalf of the Board of County Commissioners of Escambia County; providing an efficient and coordinated public transportation system servicing rural and urban areas. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 206 and 336, Florida Statutes. Funding is also provided by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities, thus establishing a financial benefit or burden relationship between the primary government and the Mass Transit Authority. The Mass Transit Fund was a fund of the County until 2018, when Ordinance No. 2018-8 established the Escambia County Area Transit Authority. However, the Board of County Commissioners adopted Ordinance 2019-28, repealing the ordinance establishing the Mass Transit Authority subsequent to year end. The Mass Transit Authority Fund is reported as a major special revenue fund in the fund financial statements of the County; the capital projects of the Mass Transit Authority are reported as a major capital project fund in the fund financial statements of the County. A copy of this report (the fund financial statement of the County) may be found at the Escambia County Area Transit Authority Office; 1515 West Fairfield Drive, Pensacola Florida 32501.

Discretely Presented Component Unit

Proprietary Fund Type:

Santa Rosa Island Authority (SRIA) – The Santa Rosa Island Authority (SRIA) was established by the provisions of Chapter 24-500, Laws of Florida, Special Acts of 1947, as amended. The County appoints five (5) members of the Authority's six (6) member Board, and one (1) member is elected by the eligible voters who are full time residents of the Island. The County approves the SRIA's budget and issuance of debt. The County has veto power over decisions of the SRIA. The SRIA serves as the County's leasing agent for property on Santa Rosa Island owned by the County. The operations of SRIA are reported in the SRIA Fund, a discrete component unit in this report. Financial statements for the SRIA can be obtained at 1 Via Deluna, Pensacola Beach, Florida 32561.

Joint Venture:

As defined in Governmental Accounting Standards Board (GASB) Statement No. 14, a joint venture is a separate legal entity or other organization that results from a contractual arrangement (or interlocal agreement) and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an on-going financial interest or (b) an on-going financial responsibility. The County participates and provides financial support to the following non-equity joint venture:

Pensacola – Escambia County Promotion and Development Commission (PEDC) – This Commission was created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1980 by Chapter 80-579, to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The nine (9) member Commission consists of the President of the Chamber of Commerce, two (2) members of the Pensacola City Council, two (2) members of the Escambia County Commission, one (1) member of the Century City Council, one (1) representative of the Committee of 100 or the Tourist Advisory Council, one (1) at-large member appointed by the Pensacola City Council and one (1) at-large member appointed by the Escambia County Commission. The County and the City of Pensacola each contribute funds annually for the operation of the Commission, but neither has control of the budget or finances of the Commission. Separate financial statements are available from the Pensacola – Escambia County Promotion and Development Commission at 117 West Garden Street, Pensacola, Florida 32593-0550.

Summary financial statements as of September 30, 2019, for the joint venture are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2019

		PEDC
Assets	$	7,623,730
Liabilities		3,171,223
Net Position		
Restricted:		61,198
Unrestricted:		
Committed		52,309
Unassigned		4,339,000
Total net position	$	4,452,507

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2019

		PEDC
Revenues	$	2,617,430
Expenses		(2,632,780)
Change in net position		(15,350)
Net position - beginning		4,467,857
Net position - ending	$	4,452,507

C. Basis of Presentation – Government-wide and Fund Financial Statements

The basic financial statements consist of the government-wide (based on the County as a whole, including its component unit) and fund financial statements. Both sets of statements categorize primary activities as either governmental or business-type activities.

The government-wide financial statements include a statement of net position and a statement of activities which report on the government as a whole and provide a consolidated financial picture of the government. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund activities are eliminated to avoid distorted financial results. The amounts reported as internal balances represent the residual amounts due between governmental and business-type activities. Fiduciary Funds of the government are also eliminated from this presentation since these resources are not available for general government funding purposes.

The statement of activities reports functional categories of programs provided by the County, and demonstrate how and to what degree those programs are supported by specific revenue. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on external fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given program are supported by specific revenues. *Direct expenses* are those that are clearly identifiable with a specific program. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. G*eneral revenues* consist of all taxes and other items collected that help support all functions of Escambia County government.

Individual fund financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The County reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The general fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

Escambia County Area Transit Authority (Mass Transit Authority) Fund accounts for the operations and maintenance of the Escambia County Transit System. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 203 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

Escambia County Area Transit Authority FTA Capital (Mass Transit Authority - FTA Capital) Fund is the capital project fund of the Escambia Area Transit Authority and is reported as a major capital project fund in the fund financial statements of the County. It accounts for revenue received from the United States Department of Transportation and cost associated with federal transportation assistance. The Federal Transit Administration (FTA) provides capital assistance for mass transit projects including mass transit fixed route and ADA paratransit services for citizens through urban areas of Escambia County. FTA funding is provided by Grants, State matching funds, and Escambia County Area Transit Authority matching funds.

The *Disaster Recovery Fund* accounts for financing provided from various grants, or reimbursements to aid the County's recovery from either natural or man-made disasters. Due to the nature of this major fund, the County generally adopts an appropriated budget of zero.

The *Community Redevelopment Agency Fund (CRA)* was established to account for the revenues and expenditures of the redevelopment areas established within the County. The CRA Fund is a blended component unit of Escambia County. Pursuant to Florida Statutes Section 163 Part III, the Community Redevelopment Act of 1969 authorized government to use tax increment financing as a means for community redevelopment.

The *Series 2017 Project Fund* is a capital project fund created pursuant to Resolution 2017-70 to account for the proceeds of the Sales Tax Revenue Bonds, Series 2017, issued June 22, 2017. This fund will account for the expenditures associated with the acquisition, planning, design and construction of a new 1,500 rated bed correctional facility. This new facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to section 287.055, Florida Statutes (acquisition of professional architectural and engineering services). Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and Main Jail.

The *Local Option Sales Tax Fund (LOST)* accounts for monies collected pursuant to Florida Statutes 212.055, which authorizes the County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Escambia County, to provide for road and drainage projects and improvements, recreation projects, public safety, expansion of jail and court facilities, and community redevelopment projects. This tax was approved by referendum on March 10, 1992, and was originally set to expire on December 31, 2017. On November 4, 2014, this tax was extended by referendum through December 31, 2028, as permitted by law.

The County reports the following major proprietary funds:

The *Solid Waste Fund* accounts for solid waste disposal (landfill) operations, primarily financed through franchise fees and user charges.

The *Emergency Medical Service Fund* accounts for the cost of emergency medical services provided in Escambia County. All activities necessary to provide such services are accounted for in this fund.

Additionally, the government reports the following fund types:

The *Internal Service Fund* accounts for risk management activities, activities for garage and fuel services provided to County departments, and for administration of employee benefits. Additionally, the internal service fund is used to account for balances and activity related to compensated absences policies of the Clerk of the Circuit Court and Comptroller, for court related activities.

Agency Funds are custodial in nature, and are therefore excluded from the governmental-wide financial statements. These funds are used to account for assets held by the County as an agent for individuals, private organizations and governments. Fiduciary funds use the economic resource measurement focus; agency funds have no measurement focus. Agency funds are utilized by the Clerk of the Circuit Court and Comptroller, the Tax Collector, and the Sheriff. Resources include fines, forfeitures, and filing fees collected for other governmental agencies, support payments, jury and witness services, posted bonds collected for individuals, prisoner's funds, confiscated monies held as evidence, property taxes and fees for licenses.

D. Measurement Focus and Basis of Accounting

The **government-wide financial statements** and the **proprietary fund and fiduciary fund financial statements** are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. State shared revenues, sales taxes, franchise taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except debt service expenditures and expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due. Capital asset acquisitions are recorded as expenditures in governmental funds. Monies received from issuing long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end).

Escambia County allocates indirect costs comprised of administrative overhead costs to functional activities using various allocation charge methods. Therefore, expenses reported for functional activities include these allocated indirect costs. Elimination of these charges would distort the direct costs of the functions concerned.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements, with the exception of administrative overhead components as discussed above.

Amounts reported as program revenue include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. All taxes, including those dedicated for specific purposes, and internally dedicated resources are reported as general revenues rather than as program revenue.

Proprietary fund financial statements are reported using economic resource measurement focus and the accrual basis of accounting, distinguishing *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds and the internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Budgetary Information

Annual budgets are adopted on a basis consistent with *generally accepted accounting principles* as required by Florida Statute 129 for all governmental funds. In fiscal year 2018, the Disaster Recovery Fund adopted an original budget appropriation of zero, which was subsequently amended.

On or before May 1 of each year, the Clerk of the Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, Sheriff and Tax Collector each submit to the Board of County Commissioners a tentative budget for the ensuing fiscal year.

Within fifteen days after certification of the ad valorem tax roll by the Property Appraiser, the County's Office of Management and Budget submits to the Board of County Commissioners a proposed budget for the fiscal year commencing the following October 1st. Pursuant to the provisions of Section 129.01, Florida Statutes, the proposed budgets as submitted contain balanced statements of estimated revenue and proposed appropriations for each fund required to be presented by law or sound financial practice, including the general, special revenue, debt service, and capital projects funds.

The Board holds public hearings and a final budget must be prepared and adopted no later than September 30. The County's budget is legally enacted through passage of a resolution.

The appropriated budget is prepared by fund, function and department. The Office of Management and Budget is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The Board of County Commissioners approved supplemental budget amendments during the year that increased the original budget.

All appropriations lapse at the end of each fiscal year, although the county expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

F. Property Taxes

Under Florida law, the assessments of all properties and the collections of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. The laws of the state regulating tax assessments are also designed to assure a consistent property valuation method statewide. Pursuant to the State Constitution, Florida Statutes permit counties to levy ad valorem taxes on real and tangible personal property taxes at a rate not to exceed 10 mills for countywide purposes, exclusive of taxes levied for the payments of bonds and taxes levied for periods of not longer than 2 years and approved by a vote of the electors. All property is assessed at 100% of just value. For fiscal year 2019, the County-wide operating millage rate was 6.6165 mills. The County-wide operating millage rate for the Library was .359 mills for a total of 6.9755 mills. The Law Enforcement MSTU rate is .685 for a total direct rate of 7.6605 mills.

The tax levy of the County is established by the Board of County Commissioners prior to October 1 of each year and the Tax Collector incorporates the millage into the total tax levy, which includes the municipalities, special districts, and the County School Board tax requirements and produces the tax bill. All property is reassessed by the Property Appraiser, according to its fair market value on January 1 of each year. The certified assessment roll is delivered by the Property Appraiser to the Tax Collector.

All property taxes are billed in arrears and become due and payable on November 1 of each year. All unpaid taxes become delinquent on April 1 following the year which they are assessed. The legal lien date is January 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. Taxes paid in March are without discount. Tax certificates are sold for all delinquent taxes on real property. Virtually all unpaid taxes are collected via the sale of tax certificates prior to year end. The county does not accrue its portion of the County-held tax sale certificates or personal property tax warrants because such amounts are not considered to be material.

G. Cash and Cash Equivalents

The County defines cash and cash equivalents as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less from the date of acquisition. The County maintains an equity in pooled cash fund. All monies which are not legally restricted to separate administration are pooled together for investment and are maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. The County's cash deposits are fully insured by the Public Deposits Trust Fund.

H. Investments

Investments for the County are reported at fair value (generally based on quoted market prices) except for the Florida Prime Investment Pool, FL CLASS Investment Pool, and Florida Fixed Income Trust are reported at amortized cost. The Florida Fixed income Trust Cash Pool Has a floating Net Asset Value (NAV) however the investment pool is managed to maintain a constant NAV. Investments are pooled together for investment purposes with each individual fund and/or account maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. Such investments consist of Certificates of Deposit, U.S. Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, and State and/or Local Government Debt.

I. Inventories and Prepaid Items

Inventories are valued at cost, using the first-in/first-out method. Annual inventory expenditures reflect supplies consumed. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These payments are recorded as expenditures/expenses when consumed rather than when purchased.

J. Restricted Assets

The use of certain assets in business-type activities is restricted by resolution or ordinance. Assets are designated as restricted since their use is limited. Restricted assets reported represent escrow deposits for customers, funds held for the Saufley Construction and Demolition (C&D) project closure, and the Landfill Escrow held for landfill closure and post closure liability.

K. Accounts Receivable

Accounts Receivable are shown net of an allowance for uncollectible accounts. The Solid Waste Fund records an allowance for receivables older than 90 days, while the Internal Service Fund provides an allowance for receivables without collections during the past year. All other County funds record an allowance on accounts older than 120 days. Accounts in the General Fund consist primarily of franchise fees receivable. The receivables at the end of the fiscal year include an estimated total allowance for uncollectable accounts in the amount of $8.899 million. This allowance is comprised of $7.99 million for ambulance receivables in the Emergency Medical Services Fund; $802,000 for the Internal Service Funds related to the self insurance third party receivables; $63,000 for the Local Option Sales Tax Fund; $40,000 for HUD-CDBG housing programs, $3,000 for the General Fund, and $1,000 for the Solid Waste.

L. Interfund Transactions

Reimbursements to a fund for expenditures/expenses initially made from it, which are applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund, and reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

M. Interfund Payables and Receivables

Unpaid amounts of interfund transactions at year end are reflected as “due from other funds” or “due to other funds” in the related fund financial statements. Noncurrent portions of interfund payables and receivables are reported as advances. In governmental funds, advances are offset equally by nonspendable fund balance unless the funds are restricted or committed. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

N. Capital Assets

Capital Assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Purchased or constructed assets are recorded at historical cost or at a price that would be paid to acquire the asset with equivalent service potential in an orderly market transaction at the acquisition date. Donated capital assets are recorded at acquisition value at the acquisition date.

The County capitalizes items costing $1,000 and having an estimated useful life in excess of one year. Buildings, public domain, and system infrastructure assets which represent major expenditures for such items as roads, water and sewer lines, landfill improvements, parks, and drainage systems are capitalized at historical cost. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital Assets are depreciated over their estimated useful lives unless they are inexhaustible or are intangible assets with indefinite useful lives. The term depreciation (and related forms of the term) includes amortization of intangible assets.

Depreciation has been provided using the straight-line method. The estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings	10 – 50 years
Improvements	20 – 50 years
Infrastructure	20 – 50 years
Equipment	3 – 10 years
Intangibles	3 – 5 years

O. Unearned Revenues

Unearned revenues include amounts collected before revenue recognition criteria are met. Expenditure-driven grants and unearned revenue for exchange type transactions are reported as unearned at the end of the fiscal year.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will *no*t be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to future periods and, will not be recognized as an inflow of resources (revenue) until that applicable time.

The County has three items that qualify for reporting as deferred outflows of resources. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is the deferred outflow of resources related to pensions reported in the government-wide and proprietary statements of net position. The deferred outflows for pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statements No. 68, *Accounting and Financial Reporting for Pensions* and No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*. These deferred outflows for pension will be recognized as pension expense or a

reduction of the net pension liability in future reporting years. The third is the deferred outflow of resources related to OPEB reported in the government-wide and proprietary statements of net positon. The deferred outflows for OPEB are an aggregate of items related to changes in assumptions and other inputs as calculated in accordance with GASB Statements No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions.* These deferred outflows for OPEB will be recognized as benefit expense or a reduction of the net OPEB liability in future reporting years.

The County also reports deferred inflows of resources in the government-wide and proprietary statements of net position. The unavailable revenue for capital leases is deferred and recognized as an inflow of resources in the period that the amounts become available. The SRIA also has deferred inflows for fees collected prior to the time requirements being met. The deferred inflows for pensions are an aggregate of items related to pensions as calculated under the same principles as the deferred outflows for pensions, and will be recognized as a reduction to pension expense in future reporting years. The deferred inflows for OPEB are an aggregate of items related estimated benefits paid after the measurement date as calculated under the same principles as the deferred outflows for OPEB, and will be recognized as a reduction to benefit expense in future reporting years.

Q. Self-Insurance Claims

Liabilities for reported claims and incurred but not reported claims (IBNR) are estimated based on an actuarial review of claims pending and historical experience.

R. Landfill Closure and Postclosure Care Payable

The County recognizes municipal solid waste landfill closure and post closure care costs under the State of Florida's Solid Waste Management Act of 1988, regulations of the Federal Environmental Protection agency and the GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Post closure Care Costs*. The County is required to place a final cover on closed landfills and to provide long-term care for up to thirty years after final cover. These obligations for closure and postclosure are recognized in the Solid Waste Fund over the active life of the landfill, based on landfill capacity used to date.

S. Long Term Obligations

Payments on long term liabilities which are expected to be financed from governmental funds are accounted for as debt service expenditures. For proprietary fund types, long term debt and other obligations are reported as liabilities in the fund financing the obligation. In the government-wide and the proprietary fund financial statements these amounts are reported as liabilities in the statement of net position.

Debt issuance cost, except for prepaid insurance, are expensed in the period incurred. Prepaid insurance cost are reported as an asset and amortized in a systematic and rational manner over the duration of the related debt.

Legal debt margin for bond payments are governed by Florida Statutes 200.181. None of the provisions of this chapter limit or restrict the rate or amount of ad valorem taxes levied for the payment of the principal and the interest on any debt service secured by revenue certificates or by bonds for which the full faith and credit of any taxing district may be pledged.

The County reports pollution remediation obligations, in accordance with GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The circumstances under which the County will have to estimate, record, and disclose its expected outlays for pollution remediation include: the pollution is an imminent danger to public health or welfare; the government is in violation of a pollution prevention-related permit or license; the government has been named as a responsible party under Superfund or similar state laws; the government is named in a lawsuit that would require

participation in remediation activities; or the government legally commits itself to conduct remediation activities.

T. Compensated Absences

The County's reporting of accumulated compensated absences complies with GASB Statement No. 16, *Accounting for Compensated Absences.* The County's policy permits eligible employees to accumulate a limited amount of earned but unused leave based on years of employment. While employees are encouraged to use their annual leave in the year that it is earned, unused leave time is paid upon separation of service. Compensated absences are recorded as a liability when the benefits are earned in the government-wide and proprietary fund financial statements. The governmental funds recognize an expenditure at the time payments are made to employees.

U. Other Post Employment Benefits (OPEB)

Under the provisions of GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), the government-wide and proprietary fund financial statements recognize the OPEB expense along with the related liability, deferred outflows and inflows of resources. The OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position. The plan is currently unfunded. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners, the Constitutional Officers, and the Santa Rosa Island Authority.

V. Net Pension Liability

The government-wide and proprietary fund financial statements net pension liability represents the County's proportionate share of the net pension liability of the cost-sharing pension plan in which it participates. The County participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy Program (HIS) which are administered by the Florida Division of Retirement. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, additions/deductions, and information about the fiduciary's net position have been determined on the same basis as they are reported by this cost-sharing plan. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners and the Constitutional Officers.

W. Fund Balance Reporting and Governmental Fund-Type Definitions

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* clarify governmental fund balance classifications and fund-type definitions. The Board of County Commissioners is the County's highest level of decision-making authority. Governmental fund balances are classified either as nonspendable or spendable. Spendable fund balances (restricted, committed, assigned, or unassigned) are further classified below in a hierarchy based on the extent to which there are external and internal constraints on spending of these fund balances. These classifications are described as follows:

Nonspendable fund balance - include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable types consist of inventories, prepaid amounts, long-term amounts of other assets, loans, notes, and advances receivable, and may include property acquired for resale.

Restricted fund balance – include amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or

regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action of an ordinance of the Board of County Commissioners, the highest level of decision making authority. Commitments may be changed or lifted only by the Board of County Commissioners taking the same formal action of an ordinance that imposed the constraint originally.

Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. The Board of County Commissioners or management designee (via action by the Board of County Commissioners) has the authority as the official authorized to assign fund balance to a specific purpose as provided by the fund balance policy. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that the resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned fund balance – is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned amounts are technically available for any purpose. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The County has adopted a formal fund balance policy. It is the County's goal to maintain a targeted minimum unrestricted fund balance (the sum of the Committed, Assigned and Unassigned fund balance) equal to 2 months of the current fiscal year's operating expenditures and transfers out budgeted for the fund. This unrestricted fund balance is needed to cover short-term cash flow variations, economic downturns, or unanticipated events that would adversely affect the financial condition of the County and jeopardize the continuation of necessary public services.

Compliance with the provisions of the fund balance policy is reviewed as part of the annual budget adoption process and revisions to the levels of fund balance can be determined during this process. Budgeting of amounts of unassigned fund balance for the purpose of balancing the budget requires the Board of County Commissioners' approval.

When multiple categories of fund balance are available for expenditures, the County will start with the most restricted category, unless there are legal documents/contracts that prohibit this order, such as grant agreements requiring dollar for dollar spending. Unassigned fund balance is used when expenditures are incurred for purposes which amounts in any classification could be used.

X. Net Position

The net positions of proprietary funds, governmental activities and business-type activities are made up of three components. *Net Investment in Capital Assets* which represents net capital assets less related long-term liabilities; unspent debt proceeds will increase this amount. The *Restricted* component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. The restricted component represents assets that are legally restricted. They include reserve funds, special revenues restricted by statute or ordinance, bond proceeds, and other sources restricted for capital or improvements. The *unrestricted* component of net position is the balance not included in the determination of net investment in capital assets or the restricted component of net position.

NOTE 2 - DEPOSITS AND INVESTMENTS

A. Cash and Cash Equivalents

At September 30, 2019, the County's carrying value of cash and cash equivalents totaled $214,187,859, which is presented as $202,725,259 in the statement of net position and $11,462,600 in the statement of fiduciary net position.

Additionally, funds are placed with the State Board of Administration for participation in the Florida Prime Investment Pool, created by Section 218.405, Florida Statutes. This investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. The County's investment in the Florida Prime Investment Pool, a Security and Exchange Commission (SEC) Rule 2a7-like external investment pool is reported at amortized cost, which is not materially different from fair value. Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant Net Asset Value (NAV) of $1.00 per share, provided that such funds meet certain conditions. The Florida Prime Investment Pool has a dollar weighted average days to maturity "WAM" of 37 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida Prime at September 30, 2019 is 85 days. There are no restrictions on redemptions. The Florida Prime Investment Pool is rated by Standard and Poors. The current rating is AAAm.

The County participates in the Florida Cooperative Liquid Asset Securities System (FLCLASS). This investment pool is a stable NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in FLCLASS is reported at amortized cost, which is not materially different from fair value. FLCLASS has a dollar weighted average days to maturity "WAM" of 54 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2019 is 81 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

The County also participates in the Florida Fixed Income Trust (FL FIT). This investment pool is managed as a Floating NAV and managed to dollar in/dollar out Local Government Investment Pool authorized under Section 218.415, Florida Statutes; and is an intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in the FL FIT cash pool is reported at net asset value. FL FIT has a dollar weighted average days to maturity "WAM" of 135 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM to reset. The weighted average life (WAL) of FL FIT at September 30, 2019 is 135 days; this duration is equivalent to WAM to final. There are no restrictions on redemptions. FL FIT is rated by Standard and Poors. The current rating is AAAf.

The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. At September 30, 2019 the carrying amount of the County's cash deposits totaled $128,300,501, cash in money market funds totaled $1,533,984, the County's investment in the Florida Prime Investment Pool totaled $64,023,708, the County's investment in FLCLASS totaled $5,272,603 and the County's investment in FL FIT totaled $15,057,063.

B. Investment Portfolio

The Escambia County Board of County Commissioners and Escambia County Clerk of the Circuit Court and Comptroller (Clerk) formally adopted the comprehensive investment policy in January 2010. The policy was created pursuant to Section 218.415, Florida Statutes and established permitted investments, asset allocation limits, issuer limits, credit ratings requirements, and maturity limits to protect the County's

cash and investment assets. The County maintains a common cash and investment pool for the use of all funds.

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in the County's investment policy. The Board adopted a list of permitted investments by ordinance, and updated the investment policy in May 2018. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, Agency Mortgage-Backed Securities, Asset-Backed Securities, Repurchase Agreements, Commercial Paper, Corporate Notes, Bankers' Acceptances, State and/or local government taxable and/or tax-exempt debt Registered Investment Companies (Money Market Mutual Funds), and Intergovernmental Investment Pools that contain no derivatives. Derivatives and reverse repurchase agreements are not permitted by the County's investment policy.

The County's investment policy provides asset allocation, issuer, and maturity limits to protect the County's cash and investments. The policy allows for a short-term strategy (maturities of 12 months or less) to provide for operating funds and a longer-term strategy (maturities not exceeding 5 years) for the "core" portion of the portfolio. As defined by GASB Statement 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, money market investments are reported at amortized costs rather than fair value. The County's investments as defined by GASB Statement No. 72, *Fair Value Measurement and Application* are reported at fair value based on level 1 inputs for quoted prices for identical investments in active markets.

The Constitutional Officers electing not to adopt a written investment policy are limited to investing funds pursuant to Section 218.415, Florida Statutes, and subsection (17). Those investments include the Local Government Surplus Trust Fund, or any authorized intergovernmental investment pool, SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, and direct obligations of the U.S. Treasury.

The County's investment portfolio consists of $137,009,881 in direct obligations of United States Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, State and/or Local Government debt, and Local Government Investment Pool funds which are reported at fair value in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, and GASB Statement No. 72, *Fair Value Measurement and Application*.

As of September 30, 2019, interest receivable on the County's investment portfolio amounted to $1,139,425.

The County had the following investment types by issuer and effective duration presented in terms of years:

Security Type		Fair Value	Weighted Average Duration (Years)	Credit Rating	Percentage of Portfolio
Short Term Investments:					
United States Treasury Securities	$	13,527,203	0.68	AA+	9.87%
Federal Instruments		5,146,734	0.09	AA+	3.76%
Commercial Paper		0	0.00	A-1+	0.00%
State and/or Local Government Debt		2,859,808	0.03	AA	2.09%
Corporate Notes		2,842,840	0.83	A	2.07%
Total short term investments		24,376,585			17.79%
Long Term Investments:					
United States Treasury Securities		46,503,330	2.18	AA+	33.94%
Federal Instruments		3,473,632	1.58	AA+	2.54%
Corporate Notes		14,120,671	2.24	A+	10.31%
State and/or Local Government Debt		0	0.00	AA	0.00%
Local Government Investment Pool		48,535,663	1.92	AAA	35.42%
Total long term investments		112,633,296			82.21%
Total Fair Value	$	137,009,881			100.00%
Portfolio Weighted Average Duration			1.78		

C. Fair Value of Investments

Escambia County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1*: Quoted prices for identical investments in active markets;
- *Level 2*: Observable inputs other than quoted market prices; and
- *Level 3*: Unobservable inputs

At September 30, 2019, Escambia County had the following recurring fair value measurements.

	9/30/2019	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 14,120,670	$ 14,120,670	$ -	$ -
Corporate Notes - Short Term	2,842,840	2,842,840	-	-
United States Treasury Securities - Long Term	46,503,330	46,503,330	-	-
United States Treasury Securities - Short Term	13,527,204	13,527,204	-	-
Federal Instruments - Long Term	3,473,632	3,473,632	-	-
Federal Instruments - Short Term	5,146,734	5,146,734	-	-
Local Government Investment Pool	48,535,663	48,535,663	-	-
State and/or Local Government Debt - Short Term	2,859,808	2,859,808	-	-
Total debt securities	$ 137,009,881	$ 137,009,881	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - FL Prime	64,023,708			
LGIP - FL FIT	15,057,063			
LGIP - FLCLASS	5,272,603			
Total investments measured at the NAV	84,353,374			
Total investments measured at fair value	**$ 221,363,255**			

D. Interest Rate Risk

The County's investment policy sets limits for investment maturities to match known cash needs and anticipated cash flow requirements. Investments of current operating funds have maturities no longer than twelve (12) months. Core funds, investments of reserves, project funds, debt proceeds, and other non-operating funds have a term appropriate for the needs of the funds in accordance with debt covenants, with a maximum term of five (5) years, and the average duration of the funds as a whole may not exceed three (3) years.

The County utilizes "weighted average duration" as a measurement of interest rate risk; as of September 30, 2019, the investments had a weighted average duration of 1.78 years.

The County had $7,216,527 of securities with embedded options consisting of the option at the discretion of the issuer to call their obligation or pay a stated increase in the interest rate as follows:

CUSIP	Description	Maurity Date	Market Value	Call Schedule	Call Date
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	$1,005,613	Continuous	2/1/2021
438516BM7	Honeywell International (Callable) Notes	11/1/2021	749,696	Continuous	10/1/2021
57636QAF1	Mastercard Inc Corp (Callable) Notes	11/21/2021	753,134	Continuous	10/21/2021
594918BA1	Microsoft Corp (Callable) Notes	2/12/2022	506,863	Continuous	1/12/2022
458140BB5	Intel Corp (Callable) Notes	5/11/2022	1,011,450	Continuous	4/11/2022
037833CO1	Apple Inc Corp (Callable) Notes	5/11/2022	1,011,837	Continuous	4/11/2022
68389XBB0	Oracle Corp (Callable) Notes	5/15/2022	1,012,187	Continuous	3/15/2022
911312BC9	United Parcel Service (Callable) Notes	5/16/2022	504,039	Continuous	4/16/2022
92826CAG7	Visa (Callable) Notes	9/15/2022	661,708	Continuous	8/15/2022
			$7,216,527		

The County's long term portfolio has no federal instrumentalities mortgage pass-through securities.

The Local Government Investment Pool Short-Term Bond Fund contains asset-backed securities rated AAA, and collateralized mortgage obligations.

E. Credit Risk

The County's investment policy permits the following investments, which are limited to credit quality ratings from nationally recognized rating agencies as described below:

- U.S. Government Treasury Securities, U.S. Government Agency, and Federal Instruments.
- Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
- Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "A" by Moody's and a minimum long-term debt rating of "A" by Standard & Poor's.
- Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, if at the time of purchase, the short-term paper is rated, at a minimum "P-1" by Moody's Investors Services and "A-1" by Standard & Poor's.

- Agency Mortgage Backed Securities that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise; and asset backed securities with underlying collateral.

- State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

- Registered Investment Companies (Money Market Mutual Funds) rated "AAAm" by Standard & Poor's or the equivalent by another rating agency.

- Intergovernmental Investment Pool rated "AAAm, AAAf, S1" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2019, the majority of the County's investment securities in the amount of $137,009,881 were all individually rated AAA, AA+, A+ or A by Standard & Poors Rating Services.

The County's $64,023,708 investment in the Florida State Board of Administration's Local Government Surplus Funds Trust Fund (FL PRIME) was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime.

The County's $48,535,663 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Fitch. The current rating as of September 30, 2019 was AAAf, consisting of individually rated securities, primarily AAA rated. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,272,603 investment in Florida Cooperative Liquid Asset Securities System (FLCLASS) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAm. Additional information for FLCLASS can be found at https://www.flclass.com.

The County's $15,057,063 investment in Florida Fixed Income Trust (FL FIT) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAf. Additional information for FL FIT can be found at https://fl-fit.com.

F. Custodial Credit Risk

The County's investment policy requires securities, with the exception of certificates of deposits, to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the County to be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

As of September 30, 2019, the County's securities portfolio was held with a third-party custodian as required by the County's investment policy.

G. Concentration of Credit Risk

The County's investment policy establishes asset allocation and issuer limits on the following investments to reduce concentration of credit risk of the County's investment portfolio:

	Asset Allocation Maximum	Individual Issuer Limit
United States Government Securities	100%	N/A
United States Government Agencies (1)	100%	40%
Federal Instruments (1)	50%	25%
Interest Bearing Time Deposit or Saving Account	50%	15%
Repurchase Agreements	20%	10%
Commercial Paper	25%	5%
Corporate Notes	25%	5%
Agency Mortgage-Backed Securities	25%	25%
Asset-Backed Securities	25%	5%
Bankers' Acceptances	10%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5%
Registered Investment Companies (Money Market Mutual Funds)	50%	25%
Intergovernmental Investment Pool (2)	75%	50%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives

NOTE 3 – CAPITAL ASSETS

A. Changes in Capital Assets

The following show the changes in capital assets of governmental activities:

	Primary Government			
Governmental Activities	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Not Being Depreciated:				
Land	$ 64,511,375	$ 3,308,227	$ -	$ 67,819,602
Construction In Progress	34,264,008	67,235,090	(4,861,583)	96,637,515
Total Capital Assets, Not Being Depreciated	98,775,383	70,543,317	(4,861,583)	164,457,117
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	235,774,341	2,666,943	-	238,441,284
Equipment	144,485,045	9,376,254	(5,162,905)	148,698,394
Intangible Computer Software	8,780,878	2,325	(91,720)	8,691,483
Infrastructure	867,220,907	38,809,385	-	906,030,292
Total Capital Assets Being Depreciated	1,256,261,171	50,854,907	(5,254,625)	1,301,861,453
Less Accumulated Depreciation For:				
Buildings and Improvements	(118,391,853)	(7,287,112)		(125,678,965)
Equipment	(119,520,464)	(7,961,860)	4,763,649	(122,718,675)
Intangible Computer Software	(6,630,792)	(927,289)	91,720	(7,466,361)
Infrastructure	(531,988,527)	(21,937,289)	-	(553,925,816)
Total Accumulated Depreciation	(776,531,636)	(38,113,550)	4,855,369	(809,789,817)
Total Capital Assets, Being Depreciated, Net	479,729,535	12,741,357	(399,256)	492,071,636
Governmental Activities Capital Assets, Net	$ 578,504,918	$ 83,284,674	$ (5,260,839)	$ 656,528,753

The following is a summary of governmental activities depreciation and amortization expense by function. As used in this section, the term depreciation includes amortization of intangible assets:

Depreciation Governmental Activities:	
General Government	$ 5,150,466
Public Safety	8,470,208
Physical Environment	2,998,407
Transportation	15,794,321
Economic Environment	1,007,492
Human Services	102,345
Culture/Recreation	3,132,503
Court Related	1,387,972
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	69,836
Total Depreciation Expense - Governmental Activities	$ 38,113,550

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	4,968,712	3,005	-	4,971,717
Total Capital Assets, Not Being Depreciated	10,761,981	3,005	-	10,764,986
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,341,150	36,630	-	37,377,780
Equipment	27,562,219	3,554,104	(958,127)	30,158,196
Intangible Computer Software	176,255	-	-	176,255
Infrastructure	49,657,042	2,081,660	-	51,738,702
Total Capital Assets Being Depreciated	114,736,666	5,672,394	(958,127)	119,450,933
Less Accumulated Depreciation For:				
Buildings and Improvements	(29,020,174)	(878,610)	-	(29,898,784)
Equipment	(19,307,153)	(2,600,593)	958,086	(20,949,660)
Intangible Computer Software	(176,255)	-	-	(176,255)
Infrastructure	(26,187,327)	(1,635,310)	-	(27,822,637)
Total Accumulated Depreciation	(74,690,909)	(5,114,513)	958,086	(78,847,336)
Total Capital Assets, Being Depreciated, Net	40,045,757	557,881	(41)	40,603,597
Total Business-Type Activities Capital Assets, Net	$ 50,807,738	$ 560,886	$ (41)	$ 51,368,583

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 3,174,177
Inspections Fund	37,500
Emergency Medical Service Fund	1,145,246
Bay Center Fund	757,590
Total Depreciation Expense - Business-type Activities	$ 5,114,513

B. Summaries of Capital Assets

The following summarizes capital assets found on the statement of net position for governmental activities and business-type activities:

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Capital Assets, Not Being Depreciated:			
Land	$ 67,819,602	$ 5,793,269	$ 73,612,871
Construction In Progress	96,637,515	4,971,717	101,609,232
Total Capital Assets, Not Being Depreciated:	164,457,117	10,764,986	175,222,103
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	238,441,284	37,377,780	275,819,064
Equipment	148,698,394	30,158,196	178,856,590
Intangible Computer Software	8,691,483	176,255	8,867,738
Infrastructure	906,030,292	51,738,702	957,768,994
Capital Assets, Being Depreciated:	1,301,861,453	119,450,933	1,421,312,386
Less: Accumulated Depreciation	(809,789,817)	(78,847,336)	(888,637,153)
Total Capital Assets, Being Depreciated, Net:	492,071,636	40,603,597	532,675,233
Total Capital Assets, Net	$ 656,528,753	$ 51,368,583	$ 707,897,336

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2019:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 1,704,262	$ 713,695
County Jail Facility	73,439,610	60,204,696
Environmental Projects	10,813,832	3,816,168
Road & Bridge Projects	40,875,868	12,859,016
Pensacola Beach Projects	3,972,779	414,932
Economic Development Projects	905,486	5,887,288
Parks Projects	536,147	409,477
Vehicles and Equipment	50,055	7,972,167
Transit	-	222,330
Community Redevelopment Projects	198,780	542,187
Disaster Recovery-Flood Projects	291,550	77,765
RESTORE Projects	199,642	1,967,523
Total	$ 132,988,011	$ 95,087,244
Business Type Activities		
Solid Waste Landfill Projects	$ 3,690,437	$ 629,512
Solid Waste Landfill Equipment	-	1,273,534
Total	$ 3,690,437	$ 1,903,046

D. Discretely Presented Component Unit

Capital assets activity for the Santa Rosa Island Authority, a discretely presented component unit, for the year ended September 30, 2019, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Being Depreciated:				
Buildings	1,110,272	-	(45,663)	1,064,609
Improvements other than Buildings	28,084	10,680	-	38,764
Equipment	236,709	15,870	(4,070)	248,509
Total Capital Assets Being Depreciated	1,375,065	26,550	(49,733)	1,351,882
Less Accumulated Depreciation For:				
Capital Assets	(788,323)	(37,443)	39,399	(786,367)
Capital Assets, Net	$ 586,742	$ (10,893)	$ (10,334)	$ 565,515

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 37,443
Total Depreciation Expense - Component Unit	$ 37,443

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2019 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 143,795	$ 326,417
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	143,795
Non-major Funds:		
Special Revenue Funds	234,669	538,819
Internal Service Fund	630,567	-
	$ 1,009,031	$ 1,009,031

	Advances Receivable from Other Funds	Advances Payable to Other Funds
Major Funds:		
Major Special Revenue Funds:		
Disaster Recovery Fund	$ -	$ 6,644,790
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	9,121,289	-
Non-major Funds:		
Special Revenue Funds	-	2,476,499
	$ 9,121,289	$ 9,121,289

Interfund receivables and payables resulted primarily from revenues accrued in certain funds that are transferred to other funds. Advances consist primarily of transactions between funds to finance operations, provide services, construction of assets and to service debt.

	Transfers In	Transfers Out
Major Funds:		
General Fund	$ 4,349,231	$ 13,704,913
Major Special Revenue Funds:		
CRA	17,500	-
Major Capital Project Fund:		
Local Option Sales Tax (LOST)	-	6,912,244
Major Enterprise Fund:		
Solid Waste Fund	-	529,744
Emergency Medical Service Fund	-	1,793,753
Non-major Funds:		
Special Revenue Funds	9,392,026	5,622,161
Debt Service Funds	13,104,058	-
Enterprise Funds	1,700,000	-
	$ 28,562,815	$ 28,562,815

Transfers to or from other funds are based on budgetary requirements. Transfers are also used to move pledged revenue for debt service from the funds collecting the revenue to the debt service fund as required for bond coverage.

NOTE 5 – OTHER ASSETS

A summary of other assets as of September 30, 2019 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,735	$ 2,272,742	$ 2,285,477
City of Pensacola receivable	-	3,200,000	3,200,000
IHMC loan receivable	-	7,050,000	7,050,000
SRIA loan receivable	-	2,515,000	2,515,000
PDC lease receivable	3,055,064	-	3,055,064
	$ 3,067,799	$ 15,037,742	$ 18,105,541

A. PEDC Receivable

The County has an interlocal agreement with the Pensacola Economic Development Commission (PEDC) to fund the development of the Downtown Technology Park Infrastructure. The majority of the funding source is from Local Option Sales Tax. There is no time limitation on the repayment; however, net proceeds from the sale of each Downtown Technology Park lot will be applied to the outstanding balance.

B. City of Pensacola Receivable

The County has an interlocal agreement with the City of Pensacola relating to the funding of a capital construction project at the Pensacola International Airport to aid in the development and improvement of the local economy. Under this agreement, the County provided $3.2 million to the City to assist with this project and the funds are required to be repaid no later than December 31, 2019.

C. IHMC Note Receivable

On November 14, 2013, the County and the Florida Institute for Human and Machine Cognition, Inc., (IHMC) entered into an agreement whereby the County's LOST Fund committed to loan up to $12 million to IHMC for paying off existing indebtedness and expansion of facilities in downtown Pensacola. During prior years IHMC borrowed $11,994,700, and the remaining $5,300 was utilized to pay debt service. On November 28, 2018, the County restructured the loan to an effective yield rate of 1.98%-3.25% payable to the County over the remaining 15 year period from the inception of the agreement. The principal balance owed at September 30, 2019 was $7,050,000. IHMC is committed to making the following payments to the County under the payment plan:

Year	Principal	Interest	IHMC Payment Schedule
2020	$ 660,000	$ 352,500	$ 1,012,500
2021	690,000	319,500	1,009,500
2022	715,000	285,000	1,000,000
2023	745,000	249,250	994,250
2024	780,000	212,000	992,000
2025-2028	3,460,000	441,750	3,901,750
	$ 7,050,000	$ 1,860,000	$ 8,910,000

D. SRIA Note Receivable

On September 30, 2014, the County and the Santa Rosa Island Authority (SRIA) entered into an interlocal agreement for the County to provide up to $8.5 million of financing for sand re-nourishment and restoration on Santa Rosa Island. During prior years, SRIA borrowed the entire $8.5 million under this agreement at a variable interest rate. The loan is payable to the County over a 7 year period requiring fixed payments on the assumption that all $8.5 million was drawn by SRIA at inception of the agreement. The principal balance owed at September 30, 2019 was $2,515,000. SRIA is committed to making the following payments to the County under the payment plan:

Year	
2020	1,250,000
2021	1,265,000
	$ 2,515,000

E. PDC Capital Lease Receivable

The County has a capital lease agreement with Pensacola Developmental Center (PDC) for 7.08 acres of property and buildings used as an intermediate care facility for the developmentally disabled. The lease provides for transfer of ownership of the buildings and property at the conclusion of the lease. Terms of the lease include monthly payments of principal and interest at 5% per annum. The lease expires June 30, 2036.

The remaining lease payments are a deferred inflow of resources of the General Fund. As of September 30, 2019 future lease payments totaling $3,055,064 consists of principal of $2,066,335, and interest of $988,729. In the government-wide financial statements, only the interest is reported as a deferred inflow.

The future capital lease receivable and the net present value of the minimum lease payments as of September 30, 2019, were as follows:

Capital Lease Receivable		
Balance 10/01/2018	$	2,143,309
Additions		-
Principal reductions		(76,974)
Balance 09/30/2019	$	2,066,335

Future Lease Payments		
2020	$	182,392
2021		182,392
2022		182,392
2023		182,392
2024		182,392
2025-2036		2,143,104
Total minimum lease payment		3,055,064
Less: amount representing interest		(988,729)
Present value of minimum lease payments	$	2,066,335

NOTE 6 - LONG TERM LIABILITIES

A. Schedule of Changes in Long Term Liabilities

The County's outstanding long-term debt includes bonds payable, revenue notes payable, claims payable, compensated absences, other post employment benefits, net pension liability-proportionate share, claims and judgments, accrued landfill closure costs, and remediation costs.

The following is a schedule of changes in the County's long term liabilities for the fiscal year ended September 30, 2019:

	Balance 10/1/18	Additions	Reductions	Balance 9/30/2019	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 115,545,000	$ 41,545,000	$ (41,200,000)	$ 115,890,000	$ 3,270,000
Revenue notes payable	50,484,000	-	(13,119,000)	37,365,000	3,355,000
Bonds/notes payable	166,029,000	41,545,000	(54,319,000)	153,255,000	6,625,000
Unamortized Bond Issue Premiums	10,228,121	5,318,882	(692,604)	$ 14,854,399	-
Total bonds/notes payable	176,257,121	46,863,882	(55,011,604)	168,109,399	6,625,000
Claims payable	9,971,921	1,982,591	(2,476,512)	9,478,000	2,916,000
Compensated absences	27,052,325	14,955,911	(15,595,179)	26,413,057	2,641,306
Net other post employment benefits	19,388,287	-	(30,421)	19,357,866	-
Net pension liability *	183,891,998	28,169,705	-	212,061,703	-
Pollution remediation obligation	180,000	-	-	180,000	120,000
Governmental activities long-term liabilities	$ 416,741,652	$ 91,972,089	$ (73,113,716)	$ 435,600,025	$ 12,302,306
Business-type Activities:					
Compensated absences	$ 1,361,491	$ 848,543	$ (999,940)	$ 1,210,094	$ 120,502
Net other post employment benefits*	926,077	36,068	(121)	962,024	-
Net pension liability	16,335,633	2,574,777	-	18,910,410	-
Landfill closure costs	16,483,068	1,150,451	-	17,633,519	77,116
Business-type activities Long-term liabilities	$ 35,106,269	$ 4,609,839	$ (1,000,061)	$ 38,716,047	$ 197,618

* presented net increases (decreases)

Compensated absences, other net post employment benefits, and net pension liability will be liquidated in future periods primarily by the General Fund.

B. Bonds and Notes Payable

The County has revenue bonds and revenue notes payable outstanding at year end. There are no lines of credit issued for the County. There are no significant, finance-related consequences, or subjective acceleration clauses contained in the County debt issues. The Sales Tax Refunding Revenue Note, Series 2012 is subject to mandatory prepayment at the option of the note holder on 10/1/2027, and thereafter. The County revenue bonds have been issued as public offerings. The County revenue notes are not issued directly to investors or lenders, but are issue issued through a financial intermediary; note terms are not directly negotiated by the County with the investor or lender. The County bonds and notes are not direct borrowing or direct placement debt. As of September 30, 2019, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2019:

	Purpose of Issue	Amount Issued	Amount Outstanding	Interest Rates	Final Maturity
Governmental Activities:					
Revenue Bonds:					
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	77,050,000	2%-5%	10/1/2047
Capital Improvement Refunding Revenue Bond					
Series 2018	Capital Project	$ 41,545,000	$ 38,840,000	5.000%	10/1/2031
Total Revenue Bonds			115,890,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 34,850,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	-	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	2,515,000	1.390%	10/1/2021
Total Revenue Notes			37,365,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 153,255,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2019. There are no assets pledged as collateral for debt. The following table reports the revenues, sometimes net of related operating expenses, pledged for each debt issue, the amount of such revenues received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds and notes at September 30, 2019:

Governmental Activities	**Revenue Pledged**	**Current Year Total Revenue**	**Pledged Outstanding Principal & Interest**	**Estimated Revenue Percentage Pledged**	**Principal & Interest Paid**	**Maturity Calandar Year**
Revenue Bonds and Notes:						
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	$ 27,392,846	$ 150,527,500	19.6%	$ 4,197,000	2047
Capital Improvement Refunding Revenue Bond Series 2018	Non-Ad valorem	4,789,509	51,820,750	90%	4,453,352	2031
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	27,392,846	42,587,353	12.0%	3,107,512	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	10,633,148	-	-	1,290,307	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,282,556	2,567,542	100%	1,282,056	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 247,503,145		$ 14,330,227	

D. Compensated Absences

Compensated absences are accrued in proprietary funds at year end. The County does not accrue compensated absences in governmental funds; however, compensated absences paid in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of compensated absences as of September 30, 2019:

	Balance 10/1/18	Additions	(Reductions)	Balance 9/30/19
Governmental Activities:				
Board of County Commissioners	$ 13,243,143	$ 6,847,535	$ (7,764,930)	$ 12,325,748
Clerk	559,786	328,936	(283,230)	605,492
Property Appraiser	410,246	347,432	(332,729)	424,949
Supervisor of Elections	193,134	34,684	(109,151)	118,667
Sheriff	11,227,590	6,373,266	(6,118,846)	11,482,010
Tax Collector	456,007	414,498	(340,969)	529,536
Internal Service Fund - BCC	275,436	152,520	(193,230)	234,726
Internal Service Fund - Clerk	686,983	457,040	(452,094)	691,929
	$ 27,052,325	$ 14,955,911	$ (15,595,179)	$ 26,413,057
Business-type Activities:				
Solid Waste Fund	$ 517,806	$ 204,049	$ (254,095)	$ 467,760
Inspection Fund	354,337	168,133	(194,893)	327,577
Emergency Medical Service Fund	489,348	476,361	(550,952)	414,757
	$ 1,361,491	$ 848,543	$ (999,940)	$ 1,210,094

E. Other Post Employment Benefits (OPEB)

Other Post Employment Benefits (OPEB) are accrued in proprietary funds at year end. The County does not accrue OPEB in governmental funds; however, these benefits in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of OPEB as of September 30, 2019:

	Balance 10/1/18	Additions	(Reductions)	Balance 9/30/19
Governmental Activities:				
Governmental Activities	$ 19,388,287	$ -	$ (30,421)	$ 19,357,866
	$ 19,388,287	$ -	$ (30,421)	$ 19,357,866
Business-type Activities:				
Solid Waste Fund	$ 190,950	$ 1,994	$ -	$ 192,944
Emergency Medical Service Fund	591,226	34,074	-	625,300
Inspections Fund	143,901	-	(121)	143,780
	$ 926,077	$ 36,068	$ (121)	$ 962,024

F. Net Pension Liability (NPL)

The following is a summary schedule of the net pension liability as of September 30, 2019:

Net pension liability FRS

	Balance 10/1/18	Increase (Decrease)	Balance 9/30/19
Governmental Activities:			
Governmental Activities	$ 148,369,438	$ 25,181,774	$ 173,551,212
	$ 148,369,438	$ 25,181,774	$ 173,551,212
Business-type Activities:			
Solid Waste Fund	$ 1,535,116	$ 216,710	$ 1,751,826
Inspections Fund	1,291,186	174,108	1,465,294
Emergency Medical Service Fund	10,435,013	1,910,854	12,345,867
	$ 13,261,315	$ 2,301,672	$ 15,562,987
Total NPL FRS	**$ 161,630,753**	**$ 27,483,446**	**$ 189,114,199**

Net pension liability HIS

	Balance 10/1/18	Increase (Decrease)	Balance 9/30/19
Governmental Activities:			
Governmental Activities	$ 35,522,560	$ 2,987,931	$ 38,510,491
	$ 35,522,560	$ 2,987,931	$ 38,510,491
Business-type Activities:			
Solid Waste Fund	$ 387,359	$ 25,714	$ 413,073
Inspections Fund	298,126	20,659	318,785
Emergency Medical Fund	2,388,833	226,732	2,615,565
	$ 3,074,318	$ 273,105	$ 3,347,423
Total NPL HIS	**$ 38,596,878**	**$ 3,261,036**	**$ 41,857,914**
Governmental Activities:	$ 183,891,998	$ 28,169,705	$ 212,061,703
Business-type Activities:	16,335,633	2,574,777	18,910,410
Total NPL	**$ 200,227,631**	**$ 30,744,482**	**$ 230,972,113**

G. Debt Service Requirements

The following schedule shows debt service requirements to maturity for the County's bonds payable and notes payable:

Governmental Activities:

Fiscal Year	Revenue Bonds Payable		Revenue Notes Payable		Total
	Principal	Interest	Principal	Interest	
2020	3,270,000	5,613,700	3,355,000	1,034,109	13,272,809
2021	3,405,000	5,455,450	3,430,000	953,818	13,244,268
2022	3,555,000	5,285,200	2,230,000	874,333	11,944,533
2023	3,715,000	5,107,450	2,290,000	810,574	11,923,024
2024	3,875,000	4,921,700	2,355,000	747,140	11,898,840
2025-2029	21,120,000	21,527,500	12,820,000	2,677,451	58,144,951
2030-2034	15,660,000	16,675,750	10,885,000	692,470	43,913,220
2035-2039	19,350,000	12,640,600	-	-	31,990,600
2040-2044	24,270,000	7,713,250	-	-	31,983,250
2045-2047	17,670,000	1,517,650	-	-	19,187,650
Total	$ 115,890,000	$ 86,458,250	$ 37,365,000	$ 7,789,895	$ 247,503,145

The following schedule shows the minimum and maximum future principal installments:

Governmental Activities:	**Annual Principal Installment Amounts**			
Revenue Bonds:				
Sales Tax Revenue Bond, Series 2017	$ 525,000	to	$	6,180,000
Capital Improvement Refunding Revenue Bond, Series 2018	$ 2,745,000	to	$	3,830,000
Revenue Notes:				
Sales Tax Refunding Revenue Note, Series 2012	$ 2,105,000	to	$	5,225,000
Capital Improvement Revenue Note, Series 2014	$ 1,250,000	to	$	1,265,000

The following table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion of or a covenant to budget and appropriate Non-Ad Valorem Revenues for the Capital Improvement Revenue Refunding Bond, Series 2018:

	Capital Improvement Revenue Refunding Bond, Series 2018				
Year	Principal	Interest	Total Debt Service	Outstanding Other Non-Ad Valorem Debt Service (1)	Total Non-Ad Valorem Debt Service
10/1/2020	2,745,000	1,942,000	4,687,000	8,585,808	13,272,808
10/1/2021	2,860,000	1,804,750	4,664,750	8,579,518	13,244,268
10/1/2022	2,980,000	1,661,750	4,641,750	7,302,783	11,944,533
10/1/2023	3,110,000	1,512,750	4,622,750	7,300,274	11,923,024
10/1/2024	3,240,000	1,357,250	4,597,250	7,301,590	11,898,840
10/1/2025	3,370,000	1,195,250	4,565,250	7,300,465	11,865,715
10/1/2026	3,525,000	1,026,750	4,551,750	7,297,881	11,849,631
10/1/2027	3,680,000	850,500	4,530,500	7,296,687	11,827,187
10/1/2028	3,830,000	666,500	4,496,500	7,298,014	11,794,514
10/1/2029	3,035,000	475,000	3,510,000	7,297,904	10,807,904
10/1/2030	3,165,000	323,250	3,488,250	7,299,920	10,788,170
10/1/2030	3,300,000	165,000	3,465,000	7,297,650	10,762,650
10/1/2032	-	-	-	9,571,501	9,571,501
10/1/2033	-	-	-	6,394,950	6,394,950
10/1/2034	-	-	-	6,395,950	6,395,950
10/1/2035	-	-	-	6,398,950	6,398,950
10/1/2036	-	-	-	6,398,450	6,398,450
10/1/2037	-	-	-	6,399,200	6,399,200
10/1/2038	-	-	-	6,395,700	6,395,700
10/1/2039	-	-	-	6,398,300	6,398,300
10/1/2040	-	-	-	6,394,300	6,394,300
10/1/2041	-	-	-	6,394,800	6,394,800
10/1/2042	-	-	-	6,399,300	6,399,300
10/1/2043	-	-	-	6,397,050	6,397,050
10/1/2044	-	-	-	6,397,800	6,397,800
10/1/2045	-	-	-	6,395,800	6,395,800
10/1/2046	-	-	-	6,395,550	6,395,550
10/1/2047	-	-	-	6,396,300	6,396,300
Total	38,840,000	12,980,750	51,820,750	195,682,395	247,503,145

(1) Includes debt service on the County's Sales Tax Refunding Revenue Note, Series 2012, Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Revenue Note, Series 2014.

H. Long-Term Debt – Bonds and Notes

The **Sales Tax Refunding Revenue Note, Series 2012** in the aggregate amount of $48,040,000 was issued on August 1, 2012. The Note has a fixed interest rate of 2.820% and a maturity date of October 1, 2032. The proceeds of the 2012 Note refunded on a current basis the balance of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the local Government Half-Cent Sales Tax.

The **Tourist Development Refunding Revenue Note, Series 2012** in the aggregate amount of $8,406,000 was issued on November 19, 2012. The note has a fixed interest rate of 1.599% and a maturity date of October 1, 2019. The proceeds of this note advance refunded the Tourist Development Revenue Refunding Bond, Series 2002; authorized for the purpose of the acquisition, construction, reconstruction of certain transportation facilities and certain beach nourishment improvements. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues, and certain pledged revenues consisting of amounts received by the County as proceeds of the local Tourist Development Tax.

The **Capital Improvement Revenue Note, Series 2014** in the amount of $8,500,000 was issued on September 30, 2014. The Note has a fixed interest rate of 1.390% and a maturity date of October 1, 2021. The proceeds of this note, in addition to matching funds approved by the State of Florida, were used to re-nourish 8.2 miles of Pensacola Beach located on Santa Rosa Island. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Sales Tax Revenue Bond, Series 2017** for a par amount of $78,060,000 and a net premium of $10,682,424 was issued on June 22, 2017. The bonds have coupon rates ranging from 2% to 5%, with the yield ranging from .93% to 3.69% and a maturity date of October 1, 2047. The proceeds of this bond are reported in the 2017 Capital Projects fund and are being used for the construction of the new Jail Facility. The bond is secured by certain pledged revenues consisting of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax. As of September 30, 2019 there were unspent proceeds and net premium of $45,429,170.

Bond compliance updates for the Sales Tax Revenue Bond, Series 2017 consist of:

- Historical sales tax revenue, which can be found in the Statistical Section (schedule 12).
- Pro forma debt service coverage from sales tax revenue, which can be in the Statistical Section (schedule 13)

The **Capital Improvement Refunding Revenue Bond, Series 2018** for a par amount of $41,545,000 and a net premium of $5,318,882 was issued on November 28, 2018. The bonds have an average coupon rate 5%, with a true interest cost of 2.978988% and a maturity date of October 1, 2031. The Bonds are secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues, and will use the same source of pledged revenue as the refunded issues. The proceeds of this bond are reported in the debt service fund and used to current refund the following three issues:

- The Sales Tax Refunding Revenue Bond, Series 2011 which was issued in the aggregate amount of $29,535,000 on October 21, 2011. The proceeds of this bond were used to advance refund a portion of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond was secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax.

- The Capital Improvement Refunding Revenue Bond, Series 2011 which was issued in the aggregate amount of $19,345,000 on December 9, 2011. The proceeds of this 2011 Bond were used to advance refund all of the outstanding Capital Improvement Revenue Bonds Series 2002. The Bond was secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues.

- The Capital Improvement Revenue Note, Series 2013 which was issued in the aggregate amount of $12,000,000 on November 14, 2013. The proceeds of this note reimbursed the LOST fund for acquisition and construction of certain transportation and drainage related capital improvements of the County. The Note was secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

Bond compliance updates for the Capital Improvement Refunding Revenue Bond, Series 2018 consist of:

- Historical Non-Ad Valorem Revenues, which can be found in the Statistical Section (schedule 14).
- Debt Service Requirements, which can be found in Note 6 of this financial statement.
- Compliance with Anti-Dilution Test, which can be found in the Statistical Section (schedule 15).

I. Current Year Defeased Debt

During the current year, the County issued at par $41,545,000 of Series 2018 Capital Improvement Refunding Revenue Bonds with an average coupon rate of 5% and a true interest cost of 2.979%. The current refunding proceeds were used to repay the following previously issued debt:

- $12,435,000 of outstanding Series 2011 Capital Improvement Refunding Bonds with an interest rate of 3.78%.
- $21,410,000 of outstanding Series 2011 Sales Tax Refunding Revenue Bonds with a with a variable interest rate ranging between 2.0% and 5.0%
- $7,700,000 of outstanding Series 2013 Capital Improvement Revenue Note with an interest rate of 3.861%.

The gross proceeds of $41,545,000 plus a premium of $5,318,882, were deposited in the County's debt service fund to make payments of $309,882 in bond counsel fees and issuance costs, and to repay the two 2011 Series Bonds and, the 2013 Series Note. As a result, these series bonds and note are considered to be defeased and, the liability for those bonds and note has been removed from the government-wide statement of net position.

The refunding resulted in a premium of $5,318,882. In the government-wide financial statements, bond premiums and discounts are amortized over the term of the bonds using the straight-line (bonds outstanding) method, which approximates the effective interest method. Bond premiums/discounts are presented as additions/reductions to the face amount of bonds payable. On the governmental fund financial statements, bond premiums and discounts are recognized in the period when the debt is issued. Note premiums are presented as an addition to the face of the notes payable. The County completed the current refunding to reduce its total debt service payments over the next thirteen years by $2,395,456 and to obtain an economic gain (difference between the present values of the old and new debt service payments) of $1,982,426.

J. Arbitrage Liability

This liability represents the excess of interest earned from the investment of certain debt proceeds and pledged revenues over the yield rate of the applicable debt. The Sales Tax Revenue Bond, Series 2017 has an arbitrage yield rate of 3.174739%. Pursuant to Section 148 (f) of the U.S. Internal Revenue Code, the County must rebate any excess to the United States Government. Arbitrage rebate, if any is due and payable on each five-year anniversary of the respective bond issue. For the fiscal year ended September 30, 2019, there is no arbitrage liability outstanding.

K. Conduit Debt Obligations

Conduit debt obligations have been established in the County's name by private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans and leases. Neither the County, nor the State, nor any political subdivision thereof, is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of September 30, 2019, the outstanding conduit debt of Escambia County is $378,950,000.

L. Landfill Closure and Postclosure Care Liability

State and federal laws and regulations require the County to place a final cover on its landfill when closed and to perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. The cost of closure and postclosure care is allocated based on landfill capacity used to date and the type of waste being collected. The Beulah, Klondike, Mobile Highway, and Camp Five landfills are closed. Perdido Landfill is the only currently open landfill. Perdido Landfill design life is 66 years and future landfill cells will provide disposal capacity through 2055.

As of September 30, 2019, Perdido Landfill's Class I capacity is at 45.45%, leaving an estimated life of thirty seven (36) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2019, is $17,633,519. The remaining closure and postclosure costs to be recognized, based upon the current engineering estimates are $20,976,325, and will be recognized as the remaining estimated capacity is used. All amounts recognized are based on an estimate by the County's engineers of the cost to perform all closure and postclosure care as of September 30, 2019. Actual costs may be different due to inflation, deflation, changes in technology, or changes in laws and regulations. The landfill is in the process of expansion to add additional capacity and useful life.

The County is required by state and federal laws and regulations to establish escrow accounts for closure and postclosure costs of the landfill. The County has complied with these requirements by depositing required amounts into a landfill management escrow account. Any balance in the account is reported as a restricted asset on the statement of net position of the Solid Waste Enterprise Fund. The restricted escrow balance as of September 30, 2019 is $9,723,660.

Closure and Postclosure Care Liability:

	2019	2018
Current	$ 77,116	$ 74,693
Long-term	17,556,403	16,408,375
Total Liability	$ 17,633,519	$ 16,483,068

M. Pollution Remediation Obligation

The County has identified potential pollution sites within the County which may require remediation. The county tracks, but does not report a liability for sites which are part of the State of Florida Department of Environmental Protection (FDEP) cleanup program funded by the State. Information on these locations and on scoring of projects is located on the FDEP website at www.dep.state.fl.us./waste.

The former Escambia County Mosquito Control Facility pollution remediation expenditures were approximately $31,000 during fiscal year 2019. Revised estimates for projected costs through 2020 are $100,000.

Pollution remediation obligations are an estimate and subject to changes resulting from price increases or reductions, technology or changes in applicable laws or regulations. The government does not expect to recover any amounts for remediation cost from any other party. The total pollution remediation obligation reported at September 30, 2019 in the governmental activities statement of net position is estimated to be approximately $180,000.

NOTE 7 - RISK MANAGEMENT PROGRAM

The County maintains a risk management program whereby the County is responsible for specific workers' compensation, general property and casualty, and auto liability claims. The risk management program is additionally responsible for active employee and retiree medical, prescription drug, and dental plans. The Santa Rosa Island Authority and Escambia County Law Library Board are also covered through the County's risk management program. The following are the types of risks and coverage:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. The County was self-insured for workers compensation claims prior to 2008. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – The County is self-insured for liability. Limits, unless immunity is waived, are $200,000 per claim with a $300,000 aggregate limit pursuant to Florida's Sovereign Immunity Statute § 768.28. Property limits are $75 million for all risks including flood and wind with a $25,000 deductible per occurrence.

Medical – The County offers medical and dental benefits to employees and retirees, under self-insured plans administered by Florida Blue and Delta Dental. Effective January 1, 2016 medical limits are self-insured for $250,000 annually per covered individual, with annual $1,000,000 aggregate stop loss coverage.

The County currently reports all of its risk management activities, including claims liabilities, in the Internal Service Fund. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities on workers compensation, casualty and property claims prior to June 9, 2008 include an amount for claims that have been incurred but not reported (IBNR). The claims liabilities totaling $9,478,000 reported in the Internal Service Fund at September 30, 2019 are actuarially determined based on historical and current information regarding the Fund. There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

Changes in the estimated liability for self-insured losses for the past two years are as follows:

Workers compensation, casualty & property:

	2019	2018
Unpaid claims, beginning	$ 8,272,921	$ 8,680,464
Claims incurred and changes in estimates	1,861,591	1,260,869
Less: claims paid	(2,476,512)	(1,668,412)
Unpaid claims, ending	$ 7,658,000	$ 8,272,921
Estimated claims due within one year	(1,096,000)	(1,469,831)
Estimated claims due longer than one year	$ 6,562,000	$ 6,803,090

Medical:

	2019	2018
Unpaid claims, beginning	$ 1,699,000	$ 1,105,000
Changes in estmates	121,000	594,000
Claims incurred	23,123,384	22,596,188
Less: claims paid	(23,123,384)	(22,596,188)
Unpaid claims, ending	$ 1,820,000	$ 1,699,000
Estimated claims due within one year	(1,820,000)	(1,699,000)
Estimated claims due longer than one year	$ -	$ -

NOTE 8 - RETIREMENT SYSTEM

The County participates in the Florida Retirement System (FRS) which is a cost sharing multiple employer contributory retirement system administered by the State of Florida (State). The FRS was established in 1970 by Chapter 121, Florida Statutes. In 2002 the FRS was amended to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. Chapter 112, Florida Statutes established the Retiree Health Insurance Subsidy (HIS) Program, a cost–sharing multiple employer defined benefit pension plan to assist retired members of any state-administered retirement system in paying the cost of health insurance.

The State of Florida Retirement System issues a publicly available stand-alone financial report (CAFR) which includes financial statements and required supplementary information. Also available are the pension systems actuarial reports to support the schedules of employer allocations and schedules of pension amounts by employer. These reports are available on the division's website at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The CAFR and actuarial reports may also be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000

850-488-5706 or toll free 844-377-1737

There are six classes of membership applicable to the County. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5 percent benefit reduction for each year prior to the normal retirement age.

- ***Regular Class, Senior Management Service Class, and Elected Officers' Class Members –*** For members initially enrolled in the FRS before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.

- ***Special Risk Class and Special Risk Administrative Support Class Members*** – For members initially enrolled in the FRS before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty- five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

- **The Deferred Retirement Option Program (DROP)** is available under the FRS Pension Plan when the member first reaches eligibility for normal retirement. The DROP allows a member to retire while continuing employment for up to 60 months.

FRS Membership and Plan Benefits - The FRS Pension Plan provides retirement and disability benefits, death benefits and survivor's benefits. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are established by State Statutes. Retirement benefits are based on a formula comprised of age, average compensation, length of FRS service, and membership class. Average compensation is computed as the average of an individual's five highest years of earnings for employees hired before July 1, 2011 or eight highest years of earnings for employees hired on or after July 1, 2011. The amount of benefit payments is also affected by the retirement income option chosen by the plan participant.

Pension plan participants may choose to receive benefit in retirement under one of four options which will include a 3% cost-of-living adjustment each July (adjustments are only applicable for FRS service earned prior to July 1, 2011).

If a pension plan participant leaves FRS-covered employment, the pension plan benefit is frozen until the employee returns to FRS-covered employment or begins receiving early or normal retirement benefit.

HIS Membership and Plan Benefits - The HIS membership is available to all members within the FRS and defined contribution Investment Plan. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to section 112.363 Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Contribution Requirements -The County is required to contribute at an actuarially determined rate; these rates are a percent of annual covered payroll. Employees are required to contribute 3% of their annual salary, while members participating in DROP are not required to make the 3% contribution. The County's contractually required contribution rate includes the HIS contribution, .06% administrative and educational fee and any applicable unfunded actuarial liability "UAL" rates. The HIS required contribution rate is 1.66% for both the 2018 and 2019 FRS plan years. This contribution when combined with the employee contribution is expected to finance the cost of the benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Descriptions and contribution rates in effect during the period ended September 30, 2019 and two preceding FRS fiscal years are as follows:

	7/1/19-9/30/19	7/1/18-6/30/19	7/1/17-6/30/17	7/1/16-6/30/16
Regular Class - Members not qualifying for other classes:	8.47%	8.26%	7.92%	7.52%
Senior Management:	25.41%	24.06%	22.71%	21.77%
Elected Officials Class:	48.82%	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP):	14.60%	14.03%	13.26%	12.99%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	25.48%	24.50%	23.27%	22.57%
Special Risk Administrative Support:	38.59%	34.98%	34.63%	28.06%

For the years ending September 30, 2019, 2018, 2017, the County contributed $20,797,709, $19,300,469, and $17,499,025, respectively, equal to 100% of the required contributions for each year.

The Florida Legislature has the authority for establishing or amending retirement legislation and related bills of significance to members of the Florida Retirement System (FRS). Passed bills are presented to the Governor and approved before they may be enacted into law.

Net pension liability, deferred outflows/inflows of resources and pension expense related to the County defined benefit pension plan

At September 30, 2019, the County reported a liability of $230,972,113 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The County's proportion of the net pension liability was based on the County's long-term share of contributions to the FRS relative to the contributions of all participating governments. At June 30, 2019, the County's change in proportion was decreased from its proportion measured as of June 30, 2018.

The following table presents the information on the County's proportionate share of the FRS and HIS:

	FRS	HIS	County Total
Proportionate Share of Net Pension Liability at June 30, 2019	$ 189,114,199	$ 41,857,914	$ 230,972,113
County's proportion at June 30, 2019	0.0054913	0.0037410	
County's proportion at June 30, 2018	0.0053661	0.0036467	
Change in proportion during current year	0.0001252	0.0000943	

For the fiscal year ended September 30, 2019, the County recognized pension expense of $31,362,449.

At September 30, 2019, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS		County Total
	Deferred Outflow	Deferred Inflow	Deferred Outflow	Deferred Inflow	Deferred Outflow (Deferred Inflow)
Differences between expected and actual experience	$ 11,216,904	$ 117,363	$ 508,411	$ 51,251	$ 11,556,701
Changes in assumptions	48,572,663	-	4,846,751	3,421,125	49,998,289
Net difference between projected and actual earnings on pension plan investments	-	10,462,784	27,010	-	(10,435,774)
Changes in proportion and differences between County contributions and proportionate share of contributions	8,256,955	4,317,947	3,280,130	1,676,210	5,542,928
County contributions subsequent to the measurement date	4,094,130	-	480,660	-	4,574,790
	$ 72,140,652	$ 14,898,094	$ 9,142,962	$ 5,148,586	$ 61,236,934

The $4,574,790 reported as deferred outflows related to pensions resulting from the County's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. The significant change in assumption was the decrease in the discount rate. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Reporting year Ending Sept 30,	FRS	HIS	County Total Deferred Outflow (Deferred Inflow)
2020	$ (19,274,778)	$ (1,497,411)	$ (20,772,189)
2021	(5,814,609)	(1,198,423)	(7,013,032)
2022	(14,048,643)	(656,013)	(14,704,656)
2023	(10,597,778)	476,372	(10,121,406)
2024	(2,733,121)	(86,530)	(2,819,651)
Thereafter	(679,499)	(551,711)	(1,231,210)
TOTALS	$ (53,148,428)	$ (3,513,716)	$ (56,662,144)

The total FRS pension liability as of the actuarial valuation date of July 1, 2019 was determined based on the discount rate using the following actuarial assumptions, applied to all periods included in the measurement. The total pension liability is calculated using the Individual Entry Age Normal cost allocation method, which differs from the Ultimate Entry Age Normal cost allocation method used in the funding valuation for the system.

FRS actuarial methods and assumptions are:

Valuation Date	7/1/2019
Measurement Date	6/30/2019
Actuarial cost allocation method	Individual Entry Age Normal
Amortization method	Level Percentage of Pay, Closed
Equivalent single amortization period	30 years
Asset valuation method	Fair market value
Actuarial Assumptions:	
Discount rate	6.90%
Long-term expected rate of return, net of investment expense, including inflation	6.90%
Municipal bond rate	N/A
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the PUB2010 base table, projected generationally with Scale MP-2018.

HIS actuarial methods and assumptions are:

Valuation Date	7/1/2019
Measurement Date	6/30/2019
Actuarial Assumptions:	
Discount rate	3.50%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.50%
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

The actuarial assumptions that determined the total pension liability as of June 30, 2019 were based on the results of an actuarial experience study for the period of July 1, 2013 – June 30, 2018.

The discount rate used for calculating the total FRS pension liability was 6.9%, The FRS plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

The long term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of returns for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	2.9%	2.9%	1.8%
Fixed income	18%	4.4%	4.3%	4.0%
Global equity	54%	7.6%	6.3%	17.0%
Real estate	11%	6.6%	6.0%	11.3%
Private equity	10%	10.7%	7.8%	26.5%
Strategic investments	6%	6.0%	5.7%	8.6%
	100.0%			
Assumed Inflation - Mean			2.6%	1.9%

(1) As outlined in the Plan's investment policy

Sensitivity of the County's proportionate share of the pension liability to changes in the discount rate is calculated using the discount rate for the respective plans, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

FRS Net Pension Liability (Asset)		
1% Decrease 5.90%	Current Discount Rate 6.90%	1% Increase 7.90%
$ 326,915,475	$ 189,114,199	$ 74,026,824

HIS Net Pension Liability (Asset)		
1% Decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
$ 47,782,955	$ 41,857,914	$ 36,923,026

Detailed information about the pension plan's fiduciary net position is available in the separately issued FRS financial report.

NOTE 9 - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

Other postemployment benefits are provided by the County in the form of life and health insurance for pre-Medicare eligible retirees at the same rate as active participants. In health insurance plans where a government's retirees and current employees are insured together as a group, the premiums paid by the retirees may be lower than they would have been if the retirees were insured separately. This is called an *implicit rate subsidy*. Under this single-employer OPEB plan, benefit provisions are essentially the same for the Board of County Commissioners and all of the other Constitutional Officers, except for the Sheriff, who maintains a separate health insurance contract and therefore has different costs associated with the premium payments on behalf of the Sheriff's employees.

A stand-alone financial report is not prepared for the OPEB plan.

The County has the authority to establish and amend the OPEB funding policy, and is not required by law or other contractual agreement to provide funding for the implicit rate subsidy other than the pay-as-you-

go amount necessary to provide current benefits for participants in its health insurance plan. Post-employment benefits are extended to retirees and continued at the discretion of the Employer, which reserves the right (subject to State Statutes and any collective bargaining agreements) to change or terminate benefits and to change premium contributions required from retirees in the future. There is no separate trust through which benefits for retirees are funded. No assets are currently accumulated or earmarked for this purpose. All approved benefits are paid from the Employer's general assets when due.

The County is required to recognize the net OPEB liability and the OPEB expense on it's financial statements, along with the related deferred outflows and inflows of resources. The net OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position.

The following table provides a summary of the number of participants covered by the benefit terms as of the September 30, 2018 measurement date:

Active plan members	2,272
Inactive plan members or beneficiaries currently receiving benefits	1,473
Inactive plan members entitled to but not yet receiving benefits	0
Total plan members	3,745

Total OPEB Liability and Changes in OPEB Liability

The County's total OPEB liability of $20,319,890 was determined by an actuarial valuation as of September 30, 2017, and was "rolled" forward to the September 30, 2018 measurement date. These liabilities are used for the reporting date of September 30, 2019.

The total OPEB liability for the September 30, 2019 reporting date was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date:	September 30, 2017
Measurement Date:	September 30, 2018
Employers Reporting Date:	September 30, 2019
Methods and Assumptions:	
Actuarial cost method	Individual Entry Age Normal
Inflation	2.50%
Discount Rate	3.50%
Salary Increases	Salary increase rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System; 3.7%-7.8%, including inflation.
Retirement Age	Retriement rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Mortality	Mortality tables used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Healthcare Cost Trend Rates	Based on the Getzen Model, with trend starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .40% increase for excise tax.
Aging factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death".
Expenses	Administrative expenses are included in the per capita health costs.
Other information	Changes in assumptions and other inputs include the change in the discount rate from 3.50% as of the beginning of the measurement period to 3.83% as of September 30, 2018. This change is reflected in the Schedule of Changes in Total OPEB Liablity. There were no benefit changes during the year.

The discount rate Long-Term Municipal Bond Rate was based on the Fidelity General Obligation AA index rate as of September 28, 2018, the most recent date available on or before the measurement date. This is the rate for Fixed Income Market Yield Curve for Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity's 20-year Municipal GO AA Index.

Mortality rates were based pm the RP-2000 Combined Healthy Participant Mortality Table for active members and the RP-2000 Mortality Table for Annuitants for non-disabled inactive members, with mortality improvement projected to all future years from the year 2000 under Projection Scale BB.

There were no changes in benefit terms during the year.

Changes of assumptions and other inputs reflect a change in the discount rate from 3.5% in 2018 to 3.83% in 2019.

The following table shows the Changes the County's Total OPEB liability:

	Total OPEB Liability
Balance at 9/30/2018	$ 20,314,364
Changes for the Year:	
Service Cost	953,064
Interest on Total OPEB liability	725,595
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(600,829)
Benefit payments	(1,072,304)
Net changes	5,526
Balance at 9/30/2019	**$ 20,319,890**

The County recognized OPEB expense of $1,488,301 during the fiscal year. GASB statement No. 75 states the employer contributions made to the OPEB plan subsequent to the measurement date and before the end of the employer's reporting period should be reported as a deferred outflow of resources.

Differences between expected and actual experience and changes in assumptions are recognized in OPEB expense using a systematic and rational method over a closed period equal to the average of the expected remaining service lives of all employees that are provided with OPEB through the OPEB plan (active employees and inactive employees) determined as of the beginning of the measurement period. At the beginning of the current measurement period, the average of the expected remaining service lives for purposes of recognizing the applicable deferred outflows and inflows of resources established in the current measurement period is 7.5 years, with 6.5 years for Sheriff Employees.

The following table shows the County's total OPEB expense:

	Total
Service cost	$ 953,064
Interest	725,595
Recognition of Outflow/(Inflow) of Resources due to Liabilities	(190,358)
Total OPEB Expense	**1,488,301**

Sensitivity of the total OPEB liability to changes in the discount rate is calculated using the discount rate for the plan. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower, or 1 percentage point higher than the current discount rate:

	1% decrease	Current Discount Rate	1% Increase
	2.83%	3.38%	4.83%
Total OPEB liability	$ 22,218,804	$ 20,319,890	$ 18,632,955

Sensitivity of the total OPEB liability to changes in the healthcare cost rates is calculated using the assumed trend rates. The following represents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower, or 1 percentage point higher than the current healthcare cost trend rates.

	1% Decrease (6.0% decreasing to 3.24%)	Current Healthcare Cost Trend Rate (7.0% decreasing to 4.24%)	1% Increase (8.0% decreasing to 5.24%)
Total OPEB liability	$ 18,763,016	$ 20,319,890	$ 22,175,127

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2019, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflow	**Deferred Inflow**	**County Total Deferred Outflow (Deferred Inflow)**
Changes in assumptions and other inputs		$ 1,048,628	$ (1,048,628)
Estimated benefits paid after the measurement date	1,141,018	-	1,141,018
	$ 1,141,018	$ 1,048,628	$ 92,390

Amounts reported as deferred outflows related to OPEB resulting from the County's benefits paid after the measurement date will be recognized as a reduction of the net OPEB liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Reporting year Ending Sept 30,	County Total Deferred Outflow (Deferred Inflow)
2019	$ (190,358)
2020	$ (190,358)
2021	$ (190,358)
2022	$ (190,358)
2023	$ (167,107)
Thereafter	$ (120,089)
TOTALS	$ (1,048,628)

NOTE 10 – NET POSITION RESTRICTED FOR OTHER PURPOSES

Net position restricted for other purposes in the governmental-wide statement of net position at September 30, 2019 are as follows:

Court-Related	$ 3,872,036
Culture & Recreation	3,642,794
Health	35,964
Resource Conservation	1,008,526
Records Modernization	2,822,088
Tourism	5,311,218
	$ 16,692,626

NOTE 11 – TAX ABATEMENTS

Escambia County enters into property tax abatement agreements with local businesses under Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances. Escambia County is authorized to grant economic development ad valorem tax exemptions (EDATE) for new and expanding business established in the County meeting certain statutory requirements.

The County may grant an ad valorem tax exemption to eligible new businesses, or improvements to real property which additions are made to facilitate the expansion of an existing business for up to 100% of the assessed value of all improvements to real property made by or for the use of the new or expanded business and tangible personal property of such businesses for up to 10 years. There are no provisions for recapturing the abated taxes.

For fiscal year ended September 30, 2019, Escambia County abated property taxes totaling $1,800,402 under this program including the following tax abatement agreements that each exceeded $100,000 of the total amount abated:

- A 100% property tax abatement to a provider of financial services for business expansion, which Includes construction of office buildings, multi-level parking deck and central energy plant. The abatement amounted to $1,080,009.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $391,295.
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $197,814.
- There are several smaller value EDATE agreements for new and expanded businesses which range from a 23% to 100% property tax abatement. These cumulative abatements amounted to $131,284.

NOTE 12 – COMMITMENTS AND CONTINGENCY

A. Litigation

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of operations. Claims covered by the risk management self-insurance program are reviewed and losses are accrued as required in the judgment of management. The County is a defendant in various lawsuits. In the opinion of management, based on the advice of legal counsel, the ultimate disposition of lawsuits and claims will not have a material adverse effect on the financial position of the County.

B. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. If expenditures are disallowed as a result of these audits, the claim for reimbursement to the grantor agency would become a liability of the County. In the opinion of management, any such adjustments would not be significant, and therefore do not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2019 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $6,585,393. The deficit is due to expenditures related to the April 2014 flood event, and expenditures that were unreimbursed through grant funding. The deficit has been funded by advances from the LOST Fund.

NOTE 13 – SUBSEQUENT EVENTS

The County has evaluated events and transactions that occurred between September 30, 2019, and February 10, 2020, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. No other subsequent events have been recognized or disclosed.

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of changes in the County's total OPEB liability and related ratios

Retirement System Benefits:

- Schedule of the County's proportionate share of the net pension liability
- Schedule of the County's contributions

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE COUNTY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years*

Total OPEB liability	**2019**	**2018**
Service cost	$ 953,064	$ 984,332
Interest	725,595	647,293
Changes of benefit terms	-	-
Difference between expected & actual experience	-	-
Changes in assumptions & other inputs	(600,829)	(743,489)
Benefit payments	(1,072,304)	(939,695)
Net change in total OPEB liability	**5,526**	**(51,559)**
Total OPEB liability - Beginning	20,314,364	20,365,923
Total OPEB liability - Ending	**$ 20,319,890**	**$ 20,314,364**
Covered-Employee payroll	$ 125,844,115	$ 116,565,931
Total OPEB liability as a percentage of covered-Employee Payroll	16.15%	17.43%

*This Schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Last 10 Fiscal Years*

Florida Retirement System (FRS)	2019	2018	2017
County's proportion of the net pension liability (asset)	0.54913427%	0.53661345%	0.55334444%
County's proportion of the net pension liability (asset)	$ 189,114,199	$ 161,630,752	$ 163,675,571
County's covered payroll	$ 96,494,359	$ 91,955,109	$ 90,995,678
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	195.98%	175.77%	179.87%
FRS plan fiduciary net position as a percentage of the total pension liability	82.61%	84.26%	83.89%

Health Insurance Subsidy (HIS)	2019	2018	2017
County's proportion of the net pension liability (asset)	0.374098816%	0.368148238%	0.368148238%
County's proportion of the net pension liability (asset)	$ 41,857,914	$ 38,596,879	$ 39,364,108
County's covered payroll	$ 123,638,645	$ 118,692,154	$ 115,857,560
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	33.86%	32.52%	33.98%
FRS plan fiduciary net position as a percentage of the total pension liability	2.15%	2.15%	1.64%

* The amounts presented for each fiscal year were determined as of June 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2016	2015	2014
0.539069213%	0.491069200%	0.478135639%
$ 136,115,399	$ 63,428,173	$ 29,173,305
$ 86,066,707	$ 82,216,864	$ 83,923,116
158.15%	77.15%	34.76%
84.88%	92.00%	96.09%

2016	2015	2014
0.360521192%	0.352411204%	0.341734437%
$ 42,017,251	$ 35,940,399	$ 31,953,004
$ 111,319,337	$ 100,474,785	$ 96,394,207
37.74%	35.77%	33.15%
0.97%	0.50%	0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2019**	**2018**	**2017**
Contractually required contribution	$ 17,027,125	$ 15,293,052	$ 14,404,918
Contributions in relation to the contractually required contribution	(17,027,125)	(15,293,052)	(14,404,918)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 96,839,713	$ 93,514,918	$ 89,221,118
Contributions as a percentage of covered payroll	17.58%	16.35%	16.15%

Health Insurance Subsidy (HIS)	**2019**	**2018**	**2017**
Contractually required contribution	$ 2,077,334	$ 1,977,604	$ 1,948,347
Contributions in relation to the contractually required contribution	(2,077,334)	(1,977,604)	(1,948,347)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 125,140,602	$ 119,132,771	$ 117,370,301
Contributions as a percentage of covered payroll	1.66%	1.66%	1.66%

* The amounts presented for each fiscal year were determined as of September 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2016	2015	2014
$ 13,146,062	$ 11,972,684	$ 10,473,200
(13,146,062)	(11,972,684)	$ (10,473,200)
$ -	$ -	$ -
$ 87,227,854	$ 87,179,508	$ 86,379,678
15.07%	13.73%	12.12%

2016	2015	2014
$ 1,847,901	$ 1,347,135	$ 1,170,667
(1,847,901)	(1,347,135)	$ (1,170,667)
$ -	$ -	$ -
$ 103,777,681	$ 103,414,127	$ 97,555,583
1.78%	1.30%	1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2019:

PENSION RELATED NOTES TO SCHEDULE:

FRS: The Mortality assumption was changed from Generational RP-2000 with Projection Scale BB to PUB-2010 base table projected generationally with Scale MP-2018. The inflation rate assumption remained at 2.60%. Payroll growth, including inflation remained at 3.25%. The long-term expected rate of return decreased from 7.0% to 6.9%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was decreased from 3.87% to 3.50%.

OPEB RELATED NOTES TO SCHEDULE:

Changes of Benefit Terms. There were no benefit changes during the year.

Changes in Assumptions . Changes in assumptions and other inputs include the change in the discount rate from 3.5% to 3.83% as of September 30, 2019. The following are the discount rates used in each period:

2019	3.83%
2018	3.50%
2017	3.10%

Healthcare Cost Trend Rates . Based on the Getzen Model, with trending starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .04% increase for excise tax.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 40,661,736	$ 26,837,517	$ (13,824,219)
Investment Income	500,000	1,811,110	1,311,110
Total Revenues	41,161,736	28,648,627	(12,513,109)
EXPENDITURES			
Current:			
Public Safety	6,010,737	508,666	5,502,071
Capital Outlay	120,854,816	59,119,391	61,735,425
Total Expenditures	126,865,553	59,628,057	67,237,496
Excess (Deficiency) of Revenues Over (Under) Expenditures	(85,703,817)	(30,979,430)	54,724,387
Net Change in Fund Balance	(85,703,817)	(30,979,430)	54,724,387
Fund Balance - Beginning	85,703,817	85,703,817	-
Fund Balance - Ending	$ -	$ 54,724,387	$ 54,724,387

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT AUTHORITY - FTA CAPITAL FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,152,094	$ 384,361	$ (2,767,733)
Investment Income	-	8,626	8,626
Total Revenues	3,152,094	392,987	(2,759,107)
EXPENDITURES			
Current:			
Transportation	619,647	70,066	549,581
Capital Outlay	2,532,447	298,389	2,234,058
Total Expenditures	3,152,094	368,455	2,783,639
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	24,532	24,532
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	-	24,532	24,532
Fund Balance - Beginning	-	322,611	322,611
Fund Balance - Ending	$ -	$ 347,143	$ 347,143

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 39,546,427	$ 48,140,106	$ 8,593,679
Intergovernmental Revenues	16,387,272	3,052,674	(13,334,598)
Charges for Services	190,000	192,265	2,265
Investment Income	-	2,941,313	2,941,313
Miscellaneous Revenues	1,065,323	340,684	(724,639)
Total Revenues	57,189,022	54,667,042	(2,521,980)
EXPENDITURES			
Current:			
General Government	9,897,762	260,224	9,637,538
Public Safety	1,200	1,200	-
Physical Environment	311,250	-	311,250
Transportation	1,521,286	1,447,973	73,313
Economic Environment	1,252,655	1,089,869	162,786
Human Services	413,266	137,164	276,102
Culture/Recreation	2,243,319	1,489,402	753,917
Court-Related	1,218,630	-	1,218,630
Capital Outlay	133,717,385	43,947,180	89,770,205
Total Expenditures	150,576,753	48,373,012	102,203,741
Excess (Deficiency) of Revenues Over (Under) Expenditures	(93,387,731)	6,294,030	99,681,761
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(4,748,519)	(6,912,244)	(2,163,725)
Total Other Financing Sources and (Uses)	(4,748,519)	(6,912,244)	(2,163,725)
Net Change in Fund Balance	(98,136,250)	(618,214)	97,518,036
Fund Balance - Beginning	98,136,250	115,788,189	17,651,939
Fund Balance - Ending	$ -	$ 115,169,975	$ 115,169,975

GOVERNMENTAL FUNDS

GENERAL FUND

The *General Fund* is the government's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector:

Board of County Commissioners
This fund is the primary operating fund of Escambia County. It is used to account for all financial resources of the general government except those required to be accounted for in other funds.

Clerk of the Circuit Court and Comptroller
This fund reflects the activities of the Office of the Clerk of Circuit Court. Services provided are in accordance with provisions of the Florida Statutes related primarily to the county and circuit court systems, recording operations, and various other services.

Property Appraiser
This fund reflects the operations of the Office of the Property Appraiser who provides independent appraisals of tangible and personal property for all taxing authorities within the County.

Sheriff
This fund reflects the operations of the Office of the Sheriff. Services provided are for all the law enforcement activities within the County.

Supervisor of Elections
This fund reflects the operations of the Office of the Supervisor of Elections in the performance of its duties in accordance with Florida Statutes.

Tax Collector
This fund reflects the operations of the Office of the Tax Collector who collects and remits ad valorem taxes, licenses, and other revenues, to the related taxing authorities.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY
September 30, 2019

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 26,260,533	$ 4,072,833	$ 542,595
Investments	19,475,909	-	-
Accounts Receivable	1,407,515	379	-
Accrued Interest Receivable	1,139,425	-	-
Due from Other Funds	2,475,566	-	-
Due from Other Governments	3,392,661	7,372	-
Inventories	424,576	-	-
Other Assets	3,067,799	-	-
Total Assets	$ 57,643,984	$ 4,080,584	$ 542,595
LIABILITIES			
Accounts Payable	$ 1,641,574	$ 385,939	$ 69,765
Contracts Payable	-	27,240	-
Accrued Liabilities	4,040,324	288,483	174,272
Due to Other Funds	-	1,291,537	297,874
Due to Other Governments	408,531	2,003,966	684
Deposits	181,008	-	-
Unearned Revenue	-	-	-
Other Current Liabilities	372,298	83,419	-
Total Liabilities	6,643,735	4,080,584	542,595
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,055,064	-	-
Total Deferred Inflow of Resources	3,055,064	-	-
FUND BALANCES			
Nonspendable:			
Inventories	424,576	-	-
Assigned to:			
Subsequent Year's Budget	18,484,060	-	-
Unassigned	29,036,549	-	-
Total Fund Balances	47,945,185	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 57,643,984	$ 4,080,584	$ 542,595

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 3,216,480	$ -	$ 1,258,556	$ -	$ 35,350,997
	-	-	-	19,475,909
-	-	-	-	1,407,894
-	-	-	-	1,139,425
143,795	-	-	(2,475,566)	143,795
400,261	59,764	-	-	3,860,058
302,666	-	-	-	727,242
-	-	-	-	3,067,799
$ 4,063,202	$ 59,764	$ 1,258,556	$ (2,475,566)	$ 65,173,119
$ 424,256	$ 30,468	$ 202,961	$ -	$ 2,754,963
-	-	-	-	27,240
2,794,199	28,580	223,334	-	7,549,192
542,081	-	670,491	(2,475,566)	326,417
-	716	1,665	-	2,415,562
-	-	-	-	181,008
-	-	160,105	-	160,105
-	-	-	-	455,717
3,760,536	59,764	1,258,556	(2,475,566)	13,870,204
-	-	-	-	3,055,064
-	-	-	-	3,055,064
302,666	-	-	-	727,242
-	-	-	-	18,484,060
-	-	-	-	29,036,549
302,666	-	-	-	48,247,851
$ 4,063,202	$ 59,764	$ 1,258,556	$ (2,475,566)	$ 65,173,119

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2019

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 119,157,202	$ -	$ -
Franchise Fees	13,426,526	-	-
Special Assessments	885,119	-	-
Intergovernmental Revenues	37,683,050	289,560	-
Charges for Services	2,220,886	6,174,278	14,758
Judgments and Fines	84,840	1,532,857	-
Investment Income	2,152,663	326,816	-
Miscellaneous Revenues	5,255,680	385,138	4,287
Total Revenues	180,865,966	8,708,649	19,045
EXPENDITURES			
Current:			
General Government	42,859,951	3,860,933	5,900,567
Public Safety	46,946,207	-	-
Physical Environment	1,622,767	-	-
Transportation	2,746,727	-	-
Human Services	3,499,267	-	-
Culture/Recreation	1,464,725	-	-
Court-Related	-	6,819,974	-
Total Expenditures	99,139,644	10,680,907	5,900,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	81,726,322	(1,972,258)	(5,881,522)
OTHER FINANCING SOURCES (USES)			
Transfers In	7,040,771	2,995,100	6,179,396
Transfers (Out)	(90,735,124)	(1,022,842)	(297,874)
Total Other Financing Sources and (Uses)	(83,694,353)	1,972,258	5,881,522
Net Change in Fund Balances	(1,968,031)	-	-
Fund Balances - Beginning	49,913,216	-	-
Fund Balances - Ending	$ 47,945,185	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 119,157,202
-	-	-	-	13,426,526
-	-	-	-	885,119
-	5,640	-	-	37,978,250
-	6,036	3,769,220	-	12,185,178
-	-	-	-	1,617,697
-	-	-	-	2,479,479
-	-	116,950	(2,342,595)	3,419,460
-	11,676	3,886,170	(2,342,595)	191,148,911
-	1,969,892	7,849,704	(2,342,595)	60,098,452
60,558,417	-	-	-	107,504,624
-	-	-	-	1,622,767
-	-	-	-	2,746,727
-	-	-	-	3,499,267
-	-	-	-	1,464,725
-	-	-	-	6,819,974
60,558,417	1,969,892	7,849,704	(2,342,595)	183,756,536
(60,558,417)	(1,958,216)	(3,963,534)	-	7,392,375
61,263,474	1,962,906	4,634,025	(79,726,441)	4,349,231
(700,333)	(4,690)	(670,491)	79,726,441	(13,704,913)
60,563,141	1,958,216	3,963,534	-	(9,355,682)
4,724	-	-	-	(1,963,307)
297,942	-	-	-	50,211,158
$ 302,666	$ -	$ -	$ -	$ 48,247,851

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2019

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 118,521,436	$ 118,521,436	$ 119,157,202
Franchise Fees	12,046,428	12,046,428	13,426,526
Special Assessments	848,711	848,711	885,119
Intergovernmental Revenues	30,990,284	31,023,305	37,683,050
Charges for Services	1,787,211	1,792,449	2,220,886
Judgments and Fines	57,000	57,000	84,840
Investment Income	-	-	2,152,663
Miscellaneous Revenues	4,826,515	5,521,103	5,255,680
Total Revenues	169,077,585	169,810,432	180,865,966
EXPENDITURES			
Current:			
General Government	67,242,381	71,451,037	42,859,951
Public Safety	47,445,545	48,123,795	46,946,207
Physical Environment	1,455,438	1,669,244	1,622,767
Transportation	2,717,439	2,728,646	2,746,727
Human Services	3,289,133	3,777,385	3,499,267
Culture/Recreation	1,454,373	1,508,740	1,464,725
Court-Related	-	-	-
Total Expenditures	123,604,309	129,258,847	99,139,644
Excess (Deficiency) of Revenues Over (Under) Expenditures	45,473,276	40,551,585	81,726,322
OTHER FINANCING SOURCES (USES)			
Transfers In	6,515,490	6,642,984	7,040,771
Transfers (Out)	(94,194,586)	(96,639,707)	(90,735,124)
Total Other Financing Sources and (Uses)	(87,679,096)	(89,996,723)	(83,694,353)
Net Change in Fund Balances	(42,205,820)	(49,445,138)	(1,968,031)
Fund Balances - Beginning	42,205,820	49,445,138	49,913,216
Fund Balances - Ending	$ -	$ -	$ 47,945,185

Continued

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	289,560	-	-	-
5,785,196	5,785,196	6,174,278	12,955	14,185	14,758
1,640,000	1,640,000	1,532,857	-	-	-
225,070	225,070	326,816	-	-	-
405,200	405,200	385,138	-	-	4,287
8,055,466	8,055,466	8,708,649	12,955	14,185	19,045
4,527,607	4,527,607	3,860,933	6,192,178	6,193,581	5,900,567
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,522,959	6,522,959	6,819,974	-	-	-
11,050,566	11,050,566	10,680,907	6,192,178	6,193,581	5,900,567
(2,995,100)	(2,995,100)	(1,972,258)	(6,179,223)	(6,179,396)	(5,881,522)
2,995,100	2,995,100	2,995,100	6,179,223	6,179,396	6,179,396
-	-	(1,022,842)	-	-	(297,874)
2,995,100	2,995,100	1,972,258	6,179,223	6,179,396	5,881,522
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -Continued
GENERAL FUND

For the Year Ended September 30, 2019

	Sheriff		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	60,239,868	61,263,474	60,558,417
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	60,239,868	61,263,474	60,558,417
Excess (Deficiency) of Revenues Over (Under) Expenditures	(60,239,868)	(61,263,474)	(60,558,417)
OTHER FINANCING SOURCES (USES)			
Transfers In	60,239,868	61,263,474	61,263,474
Transfers (Out)	-	-	(700,333)
Total Other Financing Sources and (Uses)	60,239,868	61,263,474	60,563,141
Net Change in Fund Balances	-	-	4,724
Fund Balances - Beginning	-	-	297,942
Fund Balances - Ending	$ -	$ -	$ 302,666

Continued

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	5,640	-	-	-
-	-	6,036	3,610,585	3,610,585	3,769,220
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	95,500	95,500	116,950
-	-	11,676	3,706,085	3,706,085	3,886,170
2,368,298	2,382,795	1,969,892	8,273,154	8,273,154	7,849,704
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,368,298	2,382,795	1,969,892	8,273,154	8,273,154	7,849,704
(2,368,298)	(2,382,795)	(1,958,216)	(4,567,069)	(4,567,069)	(3,963,534)
2,368,298	2,387,485	1,962,906	4,634,025	4,634,025	4,634,025
-	(4,690)	(4,690)	(66,956)	(66,956)	(670,491)
2,368,298	2,382,795	1,958,216	4,567,069	4,567,069	3,963,534
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - Continued
GENERAL FUND

For the Year Ended September 30, 2019

	Eliminations		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	(2,342,595)	(2,342,595)	(2,342,595)
Total Revenues	(2,342,595)	(2,342,595)	(2,342,595)
EXPENDITURES			
Current:			
General Government	(2,342,595)	(2,342,595)	(2,342,595)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(2,342,595)	(2,342,595)	(2,342,595)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(76,416,514)	(79,726,441)	(79,726,441)
Transfers (Out)	76,416,514	79,726,441	79,726,441
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balances	-	-	-
Fund Balances - Beginning	-	-	-
Fund Balances - Ending	$ -	$ -	$ -

TOTAL			
Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
$ 118,521,436	$ 118,521,436	$ 119,157,202	$ 635,766
12,046,428	12,046,428	13,426,526	1,380,098
848,711	848,711	885,119	36,408
30,990,284	31,023,305	37,978,250	6,954,945
11,195,947	11,202,415	12,185,178	982,763
1,697,000	1,697,000	1,617,697	(79,303)
225,070	225,070	2,479,479	2,254,409
2,984,620	3,679,208	3,419,460	(259,748)
178,509,496	179,243,573	191,148,911	11,905,338
86,261,023	90,485,579	60,098,452	30,387,127
107,685,413	109,387,269	107,504,624	1,882,645
1,455,438	1,669,244	1,622,767	46,477
2,717,439	2,728,646	2,746,727	(18,081)
3,289,133	3,777,385	3,499,267	278,118
1,454,373	1,508,740	1,464,725	44,015
6,522,959	6,522,959	6,819,974	(297,015)
209,385,778	216,079,822	183,756,536	32,323,286
(30,876,282)	(36,836,249)	7,392,375	44,228,624
6,515,490	4,376,023	4,349,231	(26,792)
(17,845,028)	(16,984,912)	(13,704,913)	3,279,999
(11,329,538)	(12,608,889)	(9,355,682)	3,253,207
(42,205,820)	(49,445,138)	(1,963,307)	47,481,831
42,205,820	49,445,138	50,211,158	766,020
$ -	$ -	$ 48,247,851	$ 48,247,851

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The County has the following Special Revenue Funds:

Escambia County Restricted Fund
Created to account for monies donated to the County for a specific purpose.

Economic Development Fund
Created pursuant to the Economic Development Incentive Program Ordinance to account for revenues associated with land sales at the various County commerce parks and other economic development related revenues. Expenditures will be used to promote economic development initiatives in Escambia County.

Code Enforcement Fund
Created to account for the enforcement of ordinances and statutes to enhance the quality of life for and protect citizens from environmentally unsafe conditions.

M and A State Revenue Fund
Created to account for the cost of mosquito and other arthropod control. Financing is provided by State matching funds on a dollar for dollar basis.

Tourist Promotion Fund
Created to account for revenues restricted for promotion, development and advertisement of Escambia County tourism. Financing is provided by a tourist development tax levied under Chapter 125.0104 Florida Statutes.

Other Grant Projects Fund
Created to account for financing provided from various State and Federal grants.

Detention/Jail Commissary Fund
Created to account for the cost of the inmate commissary and the inmate welfare fund; operated in the detention facility pursuant to Section 951.23, Florida Statutes. The fiscal management of the commissary is audited in conjunction with the audit of the County.

Library Fund
Created to account for the revenue and expenditures associated with administrative and operational functions of the West Florida Library System. A countywide Library MSTU assessment is imposed for the purpose of funding library services.

Misdemeanor Probation Fund
Created to account for the cost of supervision of the misdemeanor program. Financing is provided by a fee charged to a person on parole pursuant to Section 945.30, Florida Statutes.

Article V Fund
Created to account for revenues and costs for court related fees, charges, costs, fines and other monetary penalties.

SPECIAL REVENUE FUNDS - Continued

Development Review Fund
Created to account for fees generated by the review of all development plans within the County and support of the Development Review Committee, the Planning Board, the Board of Adjustments, the Rezoning Hearing Examiner and the Board of County Commissioners.

Perdido Key Beach Mouse Fund
Created to account for the Perdido Key Beach Mouse Special Assessment revenue established by Ordinance 2006-1 and 2006-2 and by interlocal agreement with the US Fish and Wildlife Service and the Florida Fish and Wildlife Commission. This revenue will be utilized for the mitigation process for impacts to the Perdido Key Beach Mouse habitat.

RESTORE Fund
Created in accordance with the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act; Subtitle F of Public Law 112-141); to account for revenues and expenditures for programs, projects and activities that restore and protect the environment and economy of the Gulf Coast Region.

State Housing Initiative Partnership Fund (SHIP)
Created to account for the revenues and expenditures of the SHIP program, authorized pursuant to Section 420.907-420.9079, Florida Statutes. State revenue sharing proceeds received by the County for the SHIP program are used to create partnerships that produce and preserve affordable homeownership and multifamily housing.

Law Enforcement Trust Fund
Created pursuant to the provisions of Section 932.704, Florida Statutes, to account for the net proceeds from the sale or conversion of forfeited properties. Expenditures payable from this fund are legally restricted to nonrecurring obligations of the Sheriff's office, including equipment purchases. Although legally entitled as a trust fund, this fund is more properly accounted for as a special revenue fund due to the nature of the transactions recorded therein.

Escambia County Affordable Housing Fund
Created to account for funding to assist with delivery of affordable housing assistance and support for low income families in Escambia County and the City of Pensacola, primarily in conjunction with the Escambia Consortium Home Program. The fund also provides a source for payment of up-front costs while awaiting reimbursement from the HOME program letter of credit.

CDBG HUD Entitlement Fund
Created to account for Federal HUD Block Grant revenues and the expenditures. The HUD funded Community Block Grant program provides financial support primarily for low and moderate-income families in the County.

Handicapped Parking Fines Fund
Created to account for monies collected under Chapter 316, Florida Statutes, also known as the State Uniform Traffic Control, which authorizes counties to regulate the parking of vehicles and to enforce regulations relating to disabled persons parking.

Family Mediation Fund
Created to account for monies provided through a private grant and authorized under Chapters 44.102 and 44.108, Florida Statutes. These funds were used to assure each minor child frequent and continuing contact with both parents after separation or dissolved marriages and to encourage parents to share the rights and responsibilities of child rearing.

SPECIAL REVENUE FUNDS - Continued

Fire Protection Fund
Created to account for monies assessed by the Board of County Commissioners to property owners in unincorporated areas of Escambia County to provide for fire protection.

Emergency 911 Operations Fund
Created in accordance with the provisions of the Florida Emergency Telephone Act (Sections 365.171 and 365.172, Florida Statutes) to account for the Enhanced 911 (E911) fees imposed and collected from local telephone exchange customers and subscribers of wireless telephone services. 911 service directs 911 calls to the appropriate public safety answering point and provides for automatic number and location identification. The E911 Board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary, to ensure full cost recovery or prevent over recovery of costs incurred in the provision of E911. Expenditures are restricted to the establishment and maintenance of an enhanced emergency telephone number 911 system or enhanced 911 service.

HUD-CDBG Housing Rehabilitation Loan Fund
Created to account for funding to provide assistance for low/moderate income families within the unincorporated county through the rehabilitation of several substandard homes.

HUD Home Fund
Created to account for the HUD Housing Assistance revenues and expenditures. This grant provides for the rehabilitation of severely substandard homes.

Bob Sikes Toll Facilities Fund
Established by County Ordinance No. 93-23 which authorizes the collection of bridge tolls for uses of the Bob Sikes Toll Bridge by passage seekers. The Board of County Commissioners establish toll rates for the Bob Sikes Bridge in order to pay for the proper maintenance, administration, debt service of the bridge, and other expenses for parks and recreation on Santa Rosa Island as approved by the Board of County Commissioners. In addition to cash tolls, annual permits (transponder sales) may be purchased for access to the Bridge.

Transportation Trust Fund
Created pursuant to the provisions of Section 129.02 Florida Statutes, to account for transportation related revenues and expenditures. The primary revenue source is fuel taxes which are the Seventh-cent/1 cent County, Ninth-cent, Local Option fuel tax, and Constitutional fuel tax. Fuel tax revenues are used to fund transportation expenditures allowable pursuant to Sections 206 and Section 366, Florida Statutes.

MSBU Assessment Program Fund
Created to account for monies collected for Municipal Service Benefit Units (MSBU) pursuant to County Ordinance No. 94-24 and Chapter 125, Florida Statutes.

Master Drainage Basin Fund
Created to account for monies to provide drainage within specific districts.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS - Continued

Clerk Programs
This fund reflects the activities of the Office of the Clerk of the Circuit Court and Comptroller Trust Funds. Services provided are in accordance with provisions of the Florida Statutes Chapter 28.24 for records modernization.

Sheriff Programs
This fund reflects the activities of the Escambia County Sheriff's Office; primarily to account for the collection and expenditures of US Treasury and US Justice forfeiture sharing programs, and for revenues and disbursements of various Federal and State Grants.

Supervisor Programs
This fund reflects the activities of the Escambia Supervisor of Elections Office; primarily to account for the revenues and disbursements of various Federal and State Grants.

DEBT SERVICE FUND

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. Debt Service funds are also used to report resources of legally mandated and financial resources that are being accumulated for principal and interest maturing in the future. The County has the following Debt Service Fund:

Debt Service Fund – Created to account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. Capital Project funds exclude capital-related outflows financed by Proprietary Fund or for assets held in trust for individuals, private organizations, or other governments. The County has the following Capital Projects Funds:

There are no non-major Capital Project Funds.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2019

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and Cash Equivalents	$ 32,306,775	$ 160,950	$ 32,467,725
Investments	19,554,070	119,384	19,673,454
Accounts Receivable	803,065	-	803,065
Due from Other Funds	234,669	-	234,669
Due from Other Governments	5,671,992	-	5,671,992
Inventories	333,755	-	333,755
Assets Held for Investment	655,545	-	655,545
Total Assets	$ 59,559,871	$ 280,334	$ 59,840,205
LIABILITIES			
Accounts Payable	$ 2,955,502	$ 9,979	$ 2,965,481
Contracts Payable	291,720	-	291,720
Accrued Liabilities	2,004,223	-	2,004,223
Due to Other Funds	538,819	-	538,819
Advances Payable to Other Funds	2,476,499	-	2,476,499
Due to Other Governments	1,310,649	-	1,310,649
Deposits	166,830	-	166,830
Unearned Revenue	324,713	-	324,713
Total Liabilities	10,068,955	9,979	10,078,934
FUND BALANCES (deficits)			
Nonspendable			
Inventories	333,755	-	333,755
Restricted for			
Court Related Functions	3,872,036	-	3,872,036
Community Services	284,337	-	284,337
Debt Service	-	270,355	270,355
Economic & Community Development	356,241	-	356,241
Fire & Rescue	2,115,758	-	2,115,758
Health Services	35,964	-	35,964
Inmate Welfare	3,298,485	-	3,298,485
Law Enforcement	278,931	-	278,931
Library	3,642,794	-	3,642,794
Public Safety	2,041,988	-	2,041,988
Records Modernization Technology	2,822,088	-	2,822,088
Resource Conservation	1,008,526	-	1,008,526
Road Acquisition & Construction	-	-	-
Housing Assistance	5,439,833	-	5,439,833
Tourism	5,311,218	-	5,311,218
Transportation & Drainage Improvements	743,352	-	743,352
Transportation Maintenance	512,348	-	512,348
Committed to:			
Community Services	1,835,003	-	1,835,003
Infrastructure Maintenance	10,442,521	-	10,442,521
Public Safety	1,315,988	-	1,315,988
Transportation Maintenance	3,799,750	-	3,799,750
Total Fund Balances	49,490,916	270,355	49,761,271
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,559,871	$ 280,334	$ 59,840,205

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 27,541,953	$ -	$ 27,541,953
Permits and Fees	362,347	-	362,347
Franchise Fees	2,036,924	-	2,036,924
Special Assessments	18,145,093	-	18,145,093
Intergovernmental Revenues	16,190,811	60,000	16,250,811
Charges for Services	10,897,801	-	10,897,801
Judgments and Fines	898,068	-	898,068
Investment Income	1,497,644	139,594	1,637,238
Miscellaneous Revenues	2,212,873	-	2,212,873
Total Revenues	79,783,514	199,594	79,983,108
EXPENDITURES			
Current:			
General Government	2,847,096	-	2,847,096
Public Safety	33,338,112	-	33,338,112
Physical Environment	2,714,743	-	2,714,743
Transportation	18,279,480	-	18,279,480
Economic Environment	13,232,850	-	13,232,850
Human Services	168,884	-	168,884
Culture/Recreation	8,333,071	-	8,333,071
Court-Related	4,021,162	-	4,021,162
Debt Service:			
Principal Retirement	-	7,765,000	7,765,000
Interest and Fiscal Charges	8,908	6,838,582	6,847,490
Bond Issuance Costs	-	310,578	310,578
Total Expenditures	82,944,306	14,914,160	97,858,466
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,160,792)	(14,714,566)	(17,875,358)
OTHER FINANCING SOURCES (USES)			
Transfers In	9,392,026	13,104,058	22,496,084
Transfers (Out)	(5,622,161)	-	(5,622,161)
Issuance Refunding Bonds Payable	-	41,545,000	41,545,000
Premium (Discount) Notes/Bonds	-	5,318,882	5,318,882
Payment to Refunded Bond Holders	-	(46,554,000)	(46,554,000)
Total Other Financing Sources and (Uses)	3,769,865	13,413,940	17,183,805
Net Change in Fund Balances	609,073	(1,300,626)	(691,553)
Fund Balances - Beginning	48,881,843	1,570,981	50,452,824
Fund Balances - Ending	$ 49,490,916	$ 270,355	$ 49,761,271

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
ASSETS					
Cash and Cash Equivalents	$ 1,077,305	$ 232,682	$ 634,491	$ 46,184	$ 3,879,932
Investments	704,759	172,593	470,634	-	2,877,937
Accounts Receivable	22,923	-	253,965	-	-
Due from Other Funds	23,088	-	52,681	-	174
Due from Other Governments	-	-	-	-	-
Inventories	2,498	-	-	-	-
Assets Held for Investment	655,545	-	-	-	-
Total Assets	$ 2,486,118	$ 405,275	$ 1,411,771	$ 46,184	$ 6,758,043
LIABILITIES					
Accounts Payable	$ 55,521	$ 54,999	$ 41,837	$ 10,220	$ 1,438,071
Contracts Payable	-	-	-	-	-
Accrued Liabilities	8,116	-	53,946	-	8,754
Due to Other Funds	538,819	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	45,811	-	-	-	-
Deposits	350	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	648,617	54,999	95,783	10,220	1,446,825
FUND BALANCES					
Nonspendable:					
Inventories	2,498	-	-	-	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	350,276	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	35,964	-
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	-	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	5,311,218
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,835,003	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,315,988	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,837,501	350,276	1,315,988	35,964	5,311,218
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,486,118	$ 405,275	$ 1,411,771	$ 46,184	$ 6,758,043

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 488,880	$ 2,000,128	$ 2,226,391	$ 67,151	$ 2,120,880	$ 709,052
362,627	1,370,912	1,650,085	49,810	1,573,162	525,939
-	127,844	623	-	7,005	-
2,504	-	-	-	154,006	-
482,082	-	-	520	85,134	-
-	35,534	-	-	-	-
-	-	-	-	-	-
$ 1,336,093	$ 3,534,418	$ 3,877,099	$ 117,481	$ 3,940,187	$ 1,234,991
$ 5,755	$ 22,429	$ 70,123	$ 13,985	$ 123,161	$ 291
25,000	-	-	-	-	-
8,735	21,333	159,858	87,406	32,078	27,511
-	-	-	-	-	-
-	-	-	-	-	-
-	4,722	4,324	890	367,987	-
-	151,915	-	-	-	-
101,831	-	-	-	-	-
141,321	200,399	234,305	102,281	523,226	27,802
-	35,534	-	-	-	-
358,467	-	-	-	3,416,961	-
8,159	-	-	-	-	-
5,965	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,298,485	-	-	-	-
-	-	-	-	-	-
-	-	3,642,794	-	-	-
-	-	-	-	-	-
819,599	-	-	15,200	-	1,207,189
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,582	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,194,772	3,334,019	3,642,794	15,200	3,416,961	1,207,189
$ 1,336,093	$ 3,534,418	$ 3,877,099	$ 117,481	$ 3,940,187	$ 1,234,991

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 559,430	$ 16,115	$ 2,689,047	$ 160,144
Investments	414,957	11,953	-	118,787
Accounts Receivable	-	-	40,000	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	2,727,865	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 974,387	$ 2,755,933	$ 2,729,047	$ 278,931
LIABILITIES				
Accounts Payable	$ 5,611	$ 131,878	$ 17,011	$ -
Contracts Payable	-	248,863	-	-
Accrued Liabilities	659	10,614	1,167	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	324,169	20	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	6,270	2,715,524	18,198	-
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	278,931
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	968,117	40,409	-	-
Housing Assistance	-	-	2,710,849	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	968,117	40,409	2,710,849	278,931
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 974,387	$ 2,755,933	$ 2,729,047	$ 278,931

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ 802,457	$ 323,560	$ 164,201	$ 55,466	$ 1,230,621	$ 187,627	$ 35,029
595,222	240,000	121,795	41,142	912,812	139,173	25,983
300,000	-	-	-	-	-	18,249
-	-	823	-	1,393	-	-
300	35,993	-	-	28,876	483,157	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,697,979	$ 599,553	$ 286,819	$ 96,608	$ 2,173,702	$ 809,957	$ 79,261
$ 150	$ 41,845	$ 1,231	$ -	$ 66,648	$ 44,036	$ 664
-	-	-	-	-	-	-
-	13,367	-	-	747,312	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	10	9,410	-	3,488	6,417	-
-	-	-	-	-	-	-
-	163,883	-	-	-	-	-
150	219,105	10,641	-	817,448	50,453	664
-	-	-	-	-	-	-
-	-	-	96,608	-	-	-
-	-	276,178	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	1,356,254	759,504	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,697,829	380,448	-	-	-	-	78,597
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,697,829	380,448	276,178	96,608	1,356,254	759,504	78,597
$ 1,697,979	$ 599,553	$ 286,819	$ 96,608	$ 2,173,702	$ 809,957	$ 79,261

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	HUD Home Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund	MSBU Assessment Program Fund
ASSETS				
Cash and Cash Equivalents	$ 329,698	$ 6,131,987	$ 2,250,932	$ 526,400
Investments	244,553	4,546,914	1,669,578	390,457
Accounts Receivable	-	20,055	12,401	-
Due from Other Funds	-	-	-	-
Due from Other Governments	2,599	-	1,308,279	323
Inventories	-	-	295,723	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 576,850	$ 10,698,956	$ 5,536,913	$ 917,180
LIABILITIES				
Accounts Payable	$ 2,599	$ 145,505	$ 623,178	$ 18,685
Contracts Payable	-	14,157	-	-
Accrued Liabilities	2,141	6,254	791,148	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	90,519	-	385,980
Due to Other Governments	-	-	12,549	167
Deposits	-	-	14,565	-
Unearned Revenue	-	-	-	-
Total Liabilities	4,740	256,435	1,441,440	404,832
FUND BALANCES				
Nonspendable:				
Inventories	-	-	295,723	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	572,110	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	512,348
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	10,442,521	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	3,799,750	-
Total Fund Balances	572,110	10,442,521	4,095,473	512,348
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 576,850	$ 10,698,956	$ 5,536,913	$ 917,180

Continued

Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 434,498	$ 2,902,767	$ 23,720	$ -	$ 32,306,775
322,286	-	-	-	19,554,070
-	-	-	-	803,065
-	-	-	-	234,669
-	80,124	400,261	36,479	5,671,992
-	-	-	-	333,755
-	-	-	-	655,545
$ 756,784	$ 2,982,891	$ 423,981	$ 36,479	$ 59,559,871
$ 12,314	$ 6,555	$ 1,200	$ -	2,955,502
3,700	-	-	-	291,720
-	23,824	-	-	2,004,223
-	-	-	-	538,819
-	-	-	-	2,476,499
-	130,424	400,261	-	1,310,649
-	-	-	-	166,830
-	-	22,520	36,479	324,713
16,014	160,803	423,981	36,479	10,068,955
-	-	-	-	333,755
-	-	-	-	3,872,036
-	-	-	-	284,337
-	-	-	-	356,241
-	-	-	-	2,115,758
-	-	-	-	35,964
-	-	-	-	3,298,485
-	-	-	-	278,931
-	-	-	-	3,642,794
-	-	-	-	-
-	-	-	-	2,041,988
-	2,822,088	-	-	2,822,088
-	-	-	-	1,008,526
-	-	-	-	5,439,833
-	-	-	-	5,311,218
740,770	-	-	-	743,352
-	-	-	-	512,348
-	-	-	-	1,835,003
-	-	-	-	10,442,521
-	-	-	-	1,315,988
-	-	-	-	3,799,750
740,770	2,822,088	-	-	49,490,916
$ 756,784	$ 2,982,891	$ 423,981	$ 36,479	$ 59,559,871

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ 12,333,147
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	2,036,924	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	134,000	-	-	34,481	-
Charges for Services	439,585	-	-	-	-
Judgments and Fines	-	-	389,843	-	-
Investment Income	49,034	13,240	30,811	-	111,875
Miscellaneous Revenues	124,338	-	111,748	-	315
Total Revenues	746,957	13,240	2,569,326	34,481	12,445,337
EXPENDITURES					
Current:					
General Government	53,140	-	-	-	-
Public Safety	105,610	-	2,137,022	-	-
Physical Environment	356,578	-	-	-	189,167
Transportation	-	-	-	-	-
Economic Environment	-	54,999	-	-	9,613,842
Human Services	47,631	-	-	42,133	-
Culture/Recreation	53,287	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	616,246	54,999	2,137,022	42,133	9,803,009
Excess (Deficiency) of Revenues Over (Under) Expenditures	130,711	(41,759)	432,304	(7,652)	2,642,328
OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	-	-
Transfers (Out)	-	-	(350,000)	-	(1,700,000)
Total Other Financing Sources and (Uses)	-	-	(350,000)	-	(1,700,000)
Net Change in Fund Balances	130,711	(41,759)	82,304	(7,652)	942,328
Fund Balances - Beginning	1,706,790	392,035	1,233,684	43,616	4,368,890
Fund Balances - Ending	$ 1,837,501	$ 350,276	$ 1,315,988	$ 35,964	$ 5,311,218

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ -	$ -	$ 6,015,146	$ -	$ -	$ -
-	-	-	-	-	253,256
-	-	-	-	-	-
-	-	-	-	-	-
1,303,412	-	115,188	50,000	1,131,140	-
20,940	1,662,868	37,280	1,597,946	2,117,899	590,615
913	-	81,490	11,200	-	-
35,129	103,671	144,955	6,699	119,247	41,112
19,732	-	37,653	45,867	11,138	-
1,380,126	1,766,539	6,431,712	1,711,712	3,379,424	884,983
-	-	-	-	-	750,956
673,879	1,633,282	-	2,007,632	113,465	-
470,489	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
42,665	-	-	-	-	-
32,797	-	6,344,059	-	-	-
34,108	-	-	-	3,297,422	-
-	-	-	-	-	-
1,253,938	1,633,282	6,344,059	2,007,632	3,410,887	750,956
126,188	133,257	87,653	(295,920)	(31,463)	134,027
-	-	-	-	1,146,638	-
-	-	-	-	(931,000)	(350,000)
-	-	-	-	215,638	(350,000)
126,188	133,257	87,653	(295,920)	184,175	(215,973)
1,068,584	3,200,762	3,555,141	311,120	3,232,786	1,423,162
$ 1,194,772	$ 3,334,019	$ 3,642,794	$ 15,200	$ 3,416,961	$ 1,207,189

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and Fees	-	-	-	-
Franchise Fees	-	-	-	-
Special Assessments	142,500	-	-	-
Intergovernmental Revenues	-	3,543,262	521,800	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	414,622
Investment Income	31,009	11,265	-	9,628
Miscellaneous Revenues	-	-	343,707	-
Total Revenues	173,509	3,554,527	865,507	424,250
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	401,700
Physical Environment	63,075	1,635,434	-	-
Transportation	-	-	-	-
Economic Environment	-	-	1,628,981	-
Human Services	-	-	-	-
Culture/Recreation	-	1,902,928	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	63,075	3,538,362	1,628,981	401,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	110,434	16,165	(763,474)	22,550
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balances	110,434	16,165	(763,474)	22,550
Fund Balances - Beginning	857,683	24,244	3,474,323	256,381
Fund Balances - Ending	$ 968,117	$ 40,409	$ 2,710,849	$ 278,931

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	108,566	-	-
-	-	-	-	-	-	-
-	-	-	-	16,823,935	-	-
-	1,518,599	-	-	30,661	1,439,639	-
-	-	11,193	-	206,000	-	-
-	-	-	-	-	-	-
53,438	17,710	9,479	3,199	136,743	7,605	3,075
60,044	3,450	-	-	32,306	375	-
113,482	1,539,759	20,672	3,199	17,338,211	1,447,619	3,075
-	-	-	-	-	-	-
-	-	-	-	17,469,385	735,752	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
20,620	1,573,327	-	-	-	-	7,088
-	-	36,455	-	-	-	-
-	-	-	-	-	-	-
-	-	-	3,108	-	-	-
-	-	-	-	-	-	-
20,620	1,573,327	36,455	3,108	17,469,385	735,752	7,088
92,862	(33,568)	(15,783)	91	(131,174)	711,867	(4,013)
-	-	-	-	-	-	-
-	(17,500)	-	-	(266,256)	(658,222)	-
-	(17,500)	-	-	(266,256)	(658,222)	-
92,862	(51,068)	(15,783)	91	(397,430)	53,645	(4,013)
1,604,967	431,516	291,961	96,517	1,753,684	705,859	82,610
$ 1,697,829	$ 380,448	$ 276,178	$ 96,608	$ 1,356,254	$ 759,504	$ 78,597

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	HUD Home Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund	MSBU Assessment Program Fund
REVENUES				
Taxes	$ -	$ -	$ 9,193,660	$ -
Permits and Fees	-	-	525	-
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	1,031,388
Intergovernmental Revenues	252,709	75,000	4,949,186	-
Charges for Services	-	3,277,699	296,579	-
Judgments and Fines	-	-	-	-
Investment Income	18,340	336,481	141,046	38,850
Miscellaneous Revenues	238,888	-	1,183,193	-
Total Revenues	509,937	3,689,180	15,764,189	1,070,238
EXPENDITURES				
Current:				
General Government	-	1,922,718	-	-
Public Safety	-	-	7,485,578	-
Physical Environment	-	-	-	-
Transportation	-	-	17,111,883	1,060,149
Economic Environment	333,993	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	8,908
Total Expenditures	333,993	1,922,718	24,597,461	1,069,057
Excess (Deficiency) of Revenues Over (Under) Expenditures	175,944	1,766,462	(8,833,272)	1,181
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	8,240,698	-
Transfers (Out)	-	(1,349,183)	-	-
Total Other Financing Sources and (Uses)	-	(1,349,183)	8,240,698	-
Net Change in Fund Balances	175,944	417,279	(592,574)	1,181
Fund Balances - Beginning	396,166	10,025,242	4,688,047	511,167
Fund Balances - Ending	$ 572,110	$ 10,442,521	$ 4,095,473	$ 512,348

Continued

Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ 27,541,953
-	-	-	-	362,347
-	-	-	-	2,036,924
147,270	-	-	-	18,145,093
-	402,164	574,807	114,763	16,190,811
-	639,197	-	-	10,897,801
-	-	-	-	898,068
23,174	-	-	829	1,497,644
-	119	-	-	2,212,873
170,444	1,041,480	574,807	115,592	79,783,514
-	-	-	120,282	2,847,096
-	-	574,807	-	33,338,112
-	-	-	-	2,714,743
107,448	-	-	-	18,279,480
-	-	-	-	13,232,850
-	-	-	-	168,884
-	-	-	-	8,333,071
-	686,524	-	-	4,021,162
-	-	-	-	8,908
107,448	686,524	574,807	120,282	82,944,306
62,996	354,956	-	(4,690)	(3,160,792)
-	-	-	4,690	9,392,026
-	-	-	-	(5,622,161)
-	-	-	4,690	3,769,865
62,996	354,956	-	-	609,073
677,774	2,467,132	-	-	48,881,843
$ 740,770	$ 2,822,088	$ -	$ -	$ 49,490,916

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 127,300	$ 134,000	$ 6,700
Charges for Services	390,925	439,585	48,660
Investment Income	-	49,034	49,034
Miscellaneous Revenues	88,406	124,338	35,933
Total Revenues	606,631	746,957	140,327
EXPENDITURES			
Current:			
General Government	200,729	53,140	147,589
Public Safety	396,133	105,610	290,523
Physical Environment	1,401,390	356,578	1,044,812
Transportation	5,337	-	5,337
Human Services	139,829	47,631	92,198
Culture and Recreation	170,005	53,287	116,718
Total Expenditures	2,313,423	616,246	1,697,177
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,706,793)	130,711	1,837,504
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(1,706,793)	130,711	1,837,504
Fund Balance - Beginning	1,706,793	1,706,790	(3)
Fund Balance - Ending	$ -	$ 1,837,501	$ 1,837,501

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 13,240	$ 13,240
Miscellaneous Revenues	-	-	-
Total Revenues	-	13,240	13,240
EXPENDITURES			
Current:			
Economic Environment	392,036	54,999	337,037
Total Expenditures	392,036	54,999	337,037
Excess (Deficiency) of Revenues Over (Under) Expenditures	(392,036)	(41,759)	350,277
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(392,036)	(41,759)	350,277
Fund Balance - Beginning	392,036	392,035	(1)
Fund Balance - Ending	$ -	$ 350,276	$ 350,276

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 2,036,924	$ 374,424
Judgments and Fines	213,750	389,843	176,093
Investment Income	-	30,811	30,811
Miscellaneous Revenues	52,250	111,748	59,498
Total Revenues	1,928,500	2,569,326	640,826
EXPENDITURES			
Current:			
Public Safety	2,812,184	2,137,022	675,162
Total Expenditures	2,812,184	2,137,022	675,162
Excess (Deficiency) of Revenues Over (Under) Expenditures	(883,684)	432,304	1,315,988
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(350,000)	(350,000)	-
Total Other Financing Sources and (Uses)	(350,000)	(350,000)	-
Net Change in Fund Balance	(1,233,684)	82,304	1,315,988
Fund Balance - Beginning	1,233,684	1,233,684	-
Fund Balance - Ending	$ -	$ 1,315,988	$ 1,315,988

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 32,467	$ 34,481	$ 2,014
Total Revenues	32,467	34,481	2,014
EXPENDITURES			
Current:			
Human Services	76,083	42,133	33,950
Total Expenditures	76,083	42,133	33,950
Excess (Deficiency) of Revenues Over (Under) Expenditures	(43,616)	(7,652)	35,964
Net Change in Fund Balance	(43,616)	(7,652)	35,964
Fund Balance - Beginning	43,616	43,616	-
Fund Balance - Ending	$ -	$ 35,964	$ 35,964

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 9,501,763	$ 12,333,147	$ 2,831,384
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	111,875	111,875
Miscellaneous Revenues	-	315	315
Total Revenues	9,535,264	12,445,337	2,910,073
EXPENDITURES			
Current:			
Physical Environment	254,354	189,167	65,187
Economic Environment	11,136,948	9,613,842	1,523,106
Total Expenditures	11,391,302	9,803,009	1,588,293
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,856,038)	2,642,328	4,498,366
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(2,490,307)	(1,700,000)	790,307
Total Other Financing Sources and (Uses)	(2,490,307)	(1,700,000)	790,307
Net Change in Fund Balance	(4,346,345)	942,328	5,288,673
Fund Balance - Beginning	4,346,345	4,368,890	22,545
Fund Balance - Ending	$ -	$ 5,311,218	$ 5,311,218

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,074,248	$ 1,303,412	$ (2,770,836)
Charges for Services	-	20,940	20,940
Judgments and Fines	-	913	913
Investment Income	-	35,129	35,129
Miscellaneous Revenues	161,504	19,732	(141,772)
Total Revenues	4,235,752	1,380,126	(2,855,626)
EXPENDITURES			
Current:			
General Government	26,558	-	26,558
Public Safety	1,968,790	673,879	1,294,911
Physical Environment	1,140,205	470,489	669,716
Economic Environment	113,219	-	113,219
Human Services	49,937	42,665	7,272
Culture and Recreation	599,611	32,797	566,814
Court-Related	363,990	34,108	329,882
Total Expenditures	4,262,310	1,253,938	3,008,372
Excess (Deficiency) of Revenues Over (Under) Expenditures	(26,558)	126,188	152,746
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(26,558)	126,188	152,746
Fund Balance - Beginning	26,558	1,068,584	1,042,026
Fund Balance - Ending	$ -	$ 1,194,772	$ 1,194,772

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 1,187,500	$ 1,662,868	$ 475,368
Investment Income	-	103,671	103,671
Miscellaneous Revenues	-	-	-
Total Revenues	1,187,500	1,766,539	579,039
EXPENDITURES			
Current:			
Public Safety	4,388,262	1,633,282	2,754,980
Total Expenditures	4,388,262	1,633,282	2,754,980
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,200,762)	133,257	3,334,019
Net Change in Fund Balance	(3,200,762)	133,257	3,334,019
Fund Balance - Beginning	3,200,762	3,200,762	-
Fund Balance - Ending	$ -	$ 3,334,019	$ 3,334,019

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 6,229,660	$ 6,015,146	$ (214,514)
Intergovernmental Revenues	130,000	115,188	(14,812)
Charges for Services	-	37,280	37,280
Judgments and Fines	71,250	81,490	10,240
Investment Income	-	144,955	144,955
Miscellaneous Revenues	68,669	37,653	(31,016)
Total Revenues	6,499,579	6,431,712	(67,867)
EXPENDITURES			
Current:			
Culture and Recreation	9,608,765	6,344,059	3,264,706
Total Expenditures	9,608,765	6,344,059	3,264,706
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,109,186)	87,653	3,196,839
Net Change in Fund Balance	(3,109,186)	87,653	3,196,839
Fund Balance - Beginning	3,109,186	3,555,141	445,955
Fund Balance - Ending	$ -	$ 3,642,794	$ 3,642,794

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	$ 50,000	$ 50,000
Charges for Services	1,812,900	1,597,946	(214,954)
Judgements and Fines	8,550	11,200	2,650
Investment Income	-	6,699	6,699
Miscellaneous Revenue	39,900	45,867	5,967
Total Revenues	1,861,350	1,711,712	(149,638)
EXPENDITURES			
Current:			
Public Safety	2,172,470	2,007,632	164,838
Total Expenditures	2,172,470	2,007,632	164,838
Excess (Deficiency) of Revenues Over (Under) Expenditures	(311,120)	(295,920)	15,200
Net Change in Fund Balance	(311,120)	(295,920)	15,200
Fund Balance - Beginning	311,120	311,120	-
Fund Balance - Ending	$ -	$ 15,200	$ 15,200

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 1,007,421	$ 1,131,140	$ 123,719
Charges for Services	1,960,800	2,117,899	157,099
Investment Income	-	119,247	119,247
Miscellaneous Revenues	-	11,138	11,138
Total Revenues	2,968,221	3,379,424	411,203
EXPENDITURES			
Current:			
Public Safety	811,998	113,465	698,533
Court-Related	6,130,282	3,297,422	2,832,860
Total Expenditures	6,942,280	3,410,887	3,531,393
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,974,059)	(31,463)	3,942,596
OTHER FINANCING SOURCES (USES)			
Transfers In	1,146,638	1,146,638	-
Transfers (Out)	(931,000)	(931,000)	-
Total Other Financing Sources and (Uses)	215,638	215,638	-
Net Change in Fund Balance	(3,758,421)	184,175	3,942,596
Fund Balance - Beginning	3,758,421	3,232,786	(525,635)
Fund Balance - Ending	$ -	$ 3,416,961	$ 3,416,961

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 207,100	$ 253,256	$ 46,156
Charges for Services	451,250	590,615	139,365
Investment Income	-	41,112	41,112
Miscellaneous Revenues	-	-	-
Total Revenues	658,350	884,983	226,633
EXPENDITURES			
Current:			
General Government	1,731,512	750,956	980,556
Total Expenditures	1,731,512	750,956	980,556
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,073,162)	134,027	1,207,189
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(350,000)	(350,000)	-
Total Other Financing Sources and (Uses)	(350,000)	(350,000)	-
Net Change in Fund Balance	(1,423,162)	(215,973)	1,207,189
Fund Balance - Beginning	1,423,162	1,423,162	-
Fund Balance - Ending	$ -	$ 1,207,189	$ 1,207,189

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ -	$ 142,500	$ 142,500
Investment Income	-	31,009	31,009
Total Revenues	-	173,509	173,509
EXPENDITURES			
Current:			
Physical Environment	857,683	63,075	794,608
Total Expenditures	857,683	63,075	794,608
Excess (Deficiency) of Revenues Over (Under) Expenditures	(857,683)	110,434	968,117
Net Change in Fund Balance	(857,683)	110,434	968,117
Fund Balance - Beginning	857,683	857,683	-
Fund Balance - Ending	$ -	$ 968,117	$ 968,117

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 20,648,676	$ 3,543,262	$ (17,105,414)
Investment Income	-	11,265	11,265
Total Revenues	20,648,676	3,554,527	(17,094,149)
EXPENDITURES			
Current:			
General Government	24,243	-	24,243
Physical Environment	17,326,352	1,635,434	15,690,918
Culture/Recreation	3,795,708	1,902,928	1,892,780
Total Expenditures	21,146,303	3,538,362	17,607,941
Excess (Deficiency) of Revenues Over (Under) Expenditures	(497,627)	16,165	513,792
Net Change in Fund Balance	(497,627)	16,165	513,792
Fund Balance - Beginning	497,627	24,244	(473,383)
Fund Balance - Ending	$ -	$ 40,409	$ 40,409

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,323,858	$ 521,800	$ (2,802,058)
Miscellaneous Revenues	-	343,707	343,707
Total Revenues	3,323,858	865,507	(2,458,351)
EXPENDITURES			
Current:			
Economic Environment	3,323,858	1,628,981	1,694,877
Total Expenditures	3,323,858	1,628,981	1,694,877
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(763,474)	(763,474)
Net Change in Fund Balance	-	(763,474)	(763,474)
Fund Balance - Beginning	-	3,474,323	3,474,323
Fund Balance - Ending	$ -	$ 2,710,849	$ 2,710,849

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 180,244	$ 414,622	$ 234,378
Investment Income	-	9,628	9,628
Total Revenues	180,244	424,250	244,006
EXPENDITURES			
Current:			
Public Safety	436,625	401,700	34,925
Total Expenditures	436,625	401,700	34,925
Excess (Deficiency) of Revenues Over (Under) Expenditures	(256,381)	22,550	278,931
Net Change in Fund Balance	(256,381)	22,550	278,931
Fund Balance - Beginning	256,381	256,381	-
Fund Balance - Ending	$ -	$ 278,931	$ 278,931

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ 10,000	$ 53,438	$ 43,438
Miscellaneous Revenues	48,600	60,044	11,444
Total Revenues	58,600	113,482	54,882
EXPENDITURES			
Current:			
Economic Environment	1,663,567	20,620	1,642,947
Total Expenditures	1,663,567	20,620	1,642,947
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,604,967)	92,862	1,697,829
Net Change in Fund Balance	(1,604,967)	92,862	1,697,829
Fund Balance - Beginning	1,604,967	1,604,967	-
Fund Balance - Ending	$ -	$ 1,697,829	$ 1,697,829

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,777,783	$ 1,518,599	$ (2,259,184)
Investment Income	-	17,710	17,710
Miscellaneous Revenues	181,031	3,450	(177,581)
Total Revenues	3,958,814	1,539,759	(2,419,055)
EXPENDITURES			
Current:			
Economic Environment	3,941,314	1,573,327	2,367,987
Total Expenditures	3,941,314	1,573,327	2,367,987
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,500	(33,568)	(51,068)
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(17,500)	(17,500)	-
Net Change in Fund Balance	-	(51,068)	(51,068)
Fund Balance - Beginning	-	431,516	431,516
Fund Balance - Ending	$ -	$ 380,448	$ 380,448

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 11,875	$ 11,193	$ (682)
Investment Income	-	9,479	9,479
Total Revenues	11,875	20,672	8,797
EXPENDITURES			
Current:			
Public Safety	95,722	-	95,722
Human Services	208,114	36,455	171,659
Total Expenditures	303,836	36,455	267,381
Excess (Deficiency) of Revenues Over (Under) Expenditures	(291,961)	(15,783)	276,178
Net Change in Fund Balance	(291,961)	(15,783)	276,178
Fund Balance - Beginning	291,961	291,961	-
Fund Balance - Ending	$ -	$ 276,178	$ 276,178

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 3,199	$ 3,199
Total Revenues	-	3,199	3,199
EXPENDITURES			
Current:			
Court-Related	96,517	3,108	93,409
Total Expenditures	96,517	3,108	93,409
Excess (Deficiency) of Revenues Over (Under) Expenditures	(96,517)	91	96,608
Net Change in Fund Balance	(96,517)	91	96,608
Fund Balance - Beginning	96,517	96,517	-
Fund Balance - Ending	$ -	$ 96,608	$ 96,608

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 66,500	$ 108,566	$ 42,066
Special Assessments	16,263,638	16,823,935	560,297
Intergovernmental Revenues	19,000	30,661	11,661
Charges for Services	195,700	206,000	10,300
Investment Income	42,750	136,743	93,993
Miscellaneous Revenues	30,175	32,306	2,131
Total Revenues	16,617,763	17,338,211	720,448
EXPENDITURES			
Current:			
Public Safety	18,105,191	17,469,385	635,806
Total Expenditures	18,105,191	17,469,385	635,806
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,487,428)	(131,174)	1,356,254
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(266,256)	(266,256)	-
Total Other Financing Sources and (Uses)	(266,256)	(266,256)	-
Net Change in Fund Balance	(1,753,684)	(397,430)	1,356,254
Fund Balance - Beginning	1,753,684	1,753,684	-
Fund Balance - Ending	$ -	$ 1,356,254	$ 1,356,254

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,292,000	$ 1,439,639	$ 147,639
Investment Income	-	7,605	7,605
Miscellaneous Revenues	-	375	375
Total Revenues	1,292,000	1,447,619	155,619
EXPENDITURES			
Current:			
Public Safety	1,339,637	735,752	603,885
Total Expenditures	1,339,637	735,752	603,885
Excess (Deficiency) of Revenues Over (Under) Expenditures	(47,637)	711,867	759,504
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(658,222)	(658,222)	-
Total Other Financing Sources and (Uses)	(658,222)	(658,222)	-
Net Change in Fund Balance	(705,859)	53,645	759,504
Fund Balance - Beginning	705,859	705,859	-
Fund Balance - Ending	$ -	$ 759,504	$ 759,504

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDBG HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 70,000	$ -	$ (70,000)
Investment Income	2,000	3,075	1,075
Miscellaneous Revenues	3,000	-	(3,000)
Total Revenues	75,000	3,075	(71,925)
EXPENDITURES			
Current:			
Economic Environment	157,610	7,088	150,522
Total Expenditures	157,610	7,088	150,522
Excess (Deficiency) of Revenues Over (Under) Expenditures	(82,610)	(4,013)	78,597
Net Change in Fund Balance	(82,610)	(4,013)	78,597
Fund Balance - Beginning	82,610	82,610	-
Fund Balance - Ending	$ -	$ 78,597	$ 78,597

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,916,437	$ 252,709	$ (3,663,728)
Investment Income	-	18,340	18,340
Miscellaneous Revenues	434,337	238,888	(195,449)
Total Revenues	4,350,774	509,937	(3,840,837)
EXPENDITURES			
Current:			
Economic Environment	4,350,774	333,993	4,016,781
Total Expenditures	4,350,774	333,993	4,016,781
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	175,944	175,944
Net Change in Fund Balance	-	175,944	175,944
Fund Balance - Beginning	-	396,166	396,166
Fund Balance - Ending	$ -	$ 572,110	$ 572,110

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ 75,000	$ 75,000
Charges for Services	4,000,327	3,277,699	(722,628)
Investment Income	-	336,481	336,481
Total Revenues	4,000,327	3,689,180	(311,147)
EXPENDITURES			
Current:			
General Government	12,706,568	1,922,718	10,783,850
Total Expenditures	12,706,568	1,922,718	10,783,850
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,706,241)	1,766,462	10,472,703
OTHER FINANCING SOURCES			
Transfers In	-	-	-
Transfers (Out)	(1,319,001)	(1,349,183)	(30,182)
Total Other Financing Sources	(1,319,001)	(1,349,183)	(30,182)
Net Change in Fund Balance	(10,025,242)	417,279	10,442,521
Fund Balance - Beginning	10,025,242	10,025,242	-
Fund Balance - Ending	$ -	$ 10,442,521	$ 10,442,521

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,474,000	$ 9,193,660	$ 719,660
Permits and Fees	-	525	525
Intergovernmental Revenues	4,284,428	4,949,186	664,758
Charges for Services	285,000	296,579	11,579
Investment Income	-	141,046	141,046
Miscellaneous Revenues	1,234,888	1,183,193	(51,695)
Total Revenues	14,278,316	15,764,189	1,485,873
EXPENDITURES			
Current:			
Public Safety	7,890,246	7,485,578	404,668
Transportation	19,042,893	17,111,883	1,931,010
Total Expenditures	26,933,139	24,597,461	2,335,678
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,654,823)	(8,833,272)	3,821,551
OTHER FINANCING SOURCES			
Transfers In	8,240,698	8,240,698	-
Total Other Financing Sources	8,240,698	8,240,698	-
Net Change in Fund Balance	(4,414,125)	(592,574)	3,821,551
Fund Balance - Beginning	4,414,125	4,688,047	273,922
Fund Balance - Ending	$ -	$ 4,095,473	$ 4,095,473

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 966,713	$ 1,031,388	$ 64,675
Investment Income	-	38,850	38,850
Total Revenues	966,713	1,070,238	103,525
EXPENDITURES			
Current:			
Transportation	7,698,633	1,060,149	6,638,484
Debt Service			
Principal Retirement	54,078	-	54,078
Interest and Fiscal Charges	17,706	8,908	8,798
Total Expenditures	7,770,417	1,069,057	6,701,360
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,803,704)	1,181	6,804,885
OTHER FINANCING SOURCES (USES)			
Issuance of Notes/Bonds Payable	6,292,537	-	(6,292,537)
Total Other Financing Sources and (Uses)	6,292,537	-	(6,292,537)
Net Change in Fund Balance	(511,167)	1,181	512,348
Fund Balance - Beginning	511,167	511,167	-
Fund Balance - Ending	$ -	$ 512,348	$ 512,348

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 97,374	$ 147,270	$ 49,896
Investment Income	-	23,174	23,174
Total Revenues	97,374	170,444	73,070
EXPENDITURES			
Current:			
Transportation	775,148	107,448	667,700
Total Expenditures	775,148	107,448	667,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	(677,774)	62,996	740,770
Net Change in Fund Balance	(677,774)	62,996	740,770
Fund Balance - Beginning	677,774	677,774	-
Fund Balance - Ending	$ -	$ 740,770	$ 740,770

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 517,000	$ 402,164	$ (114,836)
Charges for Services	587,000	639,197	52,197
Judgments and Fines	-	-	-
Miscellaneous Revenues	-	119	119
Total Revenues	1,104,000	1,041,480	(62,520)
EXPENDITURES			
Current:			
Court-Related	1,104,000	686,524	417,476
Total Expenditures	1,104,000	686,524	417,476
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	354,956	354,956
Net Change in Fund Balance	-	354,956	354,956
Fund Balance - Beginning	-	2,467,132	2,467,132
Fund Balance - Ending	$ -	$ 2,822,088	$ 2,822,088

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 874,724	$ 574,807	$ (299,917)
Total Revenues	874,724	574,807	(299,917)
EXPENDITURES			
Current:			
Public Safety	874,724	574,807	299,917
Total Expenditures	874,724	574,807	299,917
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SUPERVISOR OF ELECTIONS PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 150,953	$ 114,763	$ (36,190)
Investment Income	-	829	829
Total Revenues	150,953	115,592	(35,361)
EXPENDITURES			
Current:			
General Government	155,643	120,282	35,361
Total Expenditures	155,643	120,282	35,361
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,690)	(4,690)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	4,690	4,690	-
Total Other Financing Sources and (Uses)	4,690	4,690	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	10,375	139,594	129,219
Miscellaneous	2,294,123	-	(2,294,123)
Total Revenues	2,304,498	199,594	(2,104,904)
EXPENDITURES			
Debt Service			
Principal Retirement	7,335,154	7,765,000	(429,846)
Interest and Fiscal Charges	7,482,397	6,838,582	643,815
Bond Issuance Cost	345,831	310,578	35,253
Total Expenditures	15,163,382	14,914,160	249,222
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,858,884)	(14,714,566)	(1,855,682)
OTHER FINANCING SOURCES (USES)			
Transfers In	12,049,002	13,104,058	1,055,056
Issuance of Refunding Bonds Payable	41,545,000	41,545,000	-
Premium(Discount)Notes/Bonds	5,318,882	5,318,882	-
Payment to Refunded Bond Holders	(46,554,000)	(46,554,000)	-
Total Other Financing Sources and (Uses)	12,358,884	13,413,940	1,055,056
Net Change in Fund Balance	(500,000)	(1,300,626)	(800,626)
Fund Balance - Beginning	500,000	1,570,981	1,070,981
Fund Balance - Ending	$ -	$ 270,355	$ 270,355

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUNDS

Proprietary funds are used to account for Business-Type activities. The focus is on the determination of operating income, changes in net position (or cost recovery), financial position and cash flows.

Inspection Fund
Used to account for building inspection services provided to the residents of Escambia County.

Bay Center Fund
Used to account for the operation, maintenance and improvements of the Pensacola Bay Center.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,598,562	$ 2,891,433	$ 5,489,995
Restricted Assets Available for Current Liabilities	7,285	-	7,285
Investments	1,932,367	537,235	2,469,602
Accounts Receivable, Net of Allowance for Uncollectable Accounts	-	118,887	118,887
Inventories	-	101,902	101,902
Total Current Assets	4,538,214	3,649,457	8,187,671
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Less: Portion Classified as Current	(7,285)	-	(7,285)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,915,343	25,915,343
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	549,874	2,299,689	2,849,563
Less: Accumulated Depreciation	(352,277)	(27,744,626)	(28,096,903)
Total Capital Assets (Net)	197,597	3,564,869	3,762,466
Total Noncurrent Assets	197,597	3,564,869	3,762,466
Total Assets	4,735,811	7,214,326	11,950,137
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	670,613	-	670,613
OPEB Cost and Subsequent Contributions	9,953	-	9,953
Total deferred outflow of resources	680,566	-	680,566

Continued

ESCAMBIA COUNTY, FLORIDA

COMBINING STATEMENT OF NET POSITION - Continued

NONMAJOR PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	37,464	946,419	983,883
Accrued Liabilities	88,636		88,636
Compensated Absences Payable	32,758	-	32,758
Due to Other Governments	-	31,472	31,472
Deposits	30,498	260	30,758
Other Current liabilities	-	2,076,332	2,076,332
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Total Current Liabilities	196,641	3,054,483	3,251,124
Noncurrent Liabilities:			
Compensated Absences Payable	294,819	-	294,819
Other Post Employment Benefits	143,780	-	143,780
Net Pension Liability Proportionate Share	1,784,079	-	1,784,079
Total Noncurrent Liabilities	2,222,678	-	2,222,678
Total Liabilities	2,419,319	3,054,483	5,473,802
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	149,100	-	149,100
Unamortized OPEB Costs	10,065	-	10,065
Total deferred inflow of resources	159,165	-	159,165
NET POSITION			
Net Investment in Capital Assets	197,597	3,564,869	3,762,466
Unrestricted	2,640,296	594,974	3,235,270
Total Net Position	$ 2,837,893	$ 4,159,843	$ 6,997,736

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	**Bay Center Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 2,976,526	$ 5,489,189	$ 8,465,715
Miscellaneous Revenues	63,248	25,115	88,363
Total Operating Revenues	3,039,774	5,514,304	8,554,078
Operating Expenses:			
Personal Services	2,127,637	-	2,127,637
Contracted Services	-	6,674,703	6,674,703
Supplies and Materials	8,205	-	8,205
Repairs and Maintenance	59,318	949	60,267
Other Services and Charges	378,009	9,809	387,818
Depreciation	37,500	757,590	795,090
Premiums/Claims Expense	8,205	119,165	127,370
Total Operating Expenses	2,618,874	7,562,216	10,181,090
Operating Income (Loss)	420,900	(2,047,912)	(1,627,012)
Nonoperating Revenues (Expenses):			
Grants	-	-	-
Investment Income	128,845	11,101	139,946
Total Nonoperating Revenues (Expenses)	128,845	11,101	139,946
Income Before Transfers and Contributions	549,745	(2,036,811)	(1,487,066)
Transfer In	-	1,700,000	1,700,000
Capital Contributions	-	97,294	97,294
Change in Net Position	549,745	(239,517)	310,228
Net Position - Beginning	2,288,148	4,399,360	6,687,508
Net Position - Ending	$ 2,837,893	$ 4,159,843	$ 6,997,736

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 3,057,588	$ 5,901,828	$ 8,959,416
Payments to suppliers	(448,674)	(6,514,494)	(6,963,168)
Payments to employees	(1,961,117)	-	(1,961,117)
Net Cash Provided (Used) by Operating Activities	647,797	(612,666)	35,131
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	-	1,700,000	1,700,000
Subsidy from federal/state grants	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	-	1,700,000	1,700,000
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(86,093)	29,680	(56,413)
Net Cash (Used) by Capital and Related Financing Activities	(86,093)	29,680	(56,413)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(96,374)	(138,293)	(234,667)
Interest received	128,845	11,101	139,946
Net Cash Provided (Used) by Investing Activities	32,471	(127,192)	(94,721)
Net Increase (Decrease) in Cash and Cash Equivalents	594,175	989,822	1,583,997
Cash and cash equivalents at beginning of year	2,011,672	1,901,611	3,913,283
Cash and cash equivalents at end of year	$ 2,605,847	$ 2,891,433	$ 5,497,280
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,598,562	$ 2,891,433	$ 5,489,995
Current restricted assets	7,285	-	7,285
Total Cash and Cash Equivalents	$ 2,605,847	$ 2,891,433	$ 5,497,280

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	$ 420,900	$ (2,047,912)	$ (1,627,012)
Depreciation	37,500	757,590	795,090
Change in Assets and Liabilities:			
Accounts receivable	299	15,854	16,153
Inventories	-	(28,274)	(28,274)
Prepaids	-	-	-
Accounts payable	17,873	304,768	322,641
Accrued liabilities	(8,724)	-	(8,724)
Due to other governments	(12,810)	13,638	828
Customer deposits	17,515	260	17,775
Other current liabilities	-	371,410	371,410
Compensated absences	(26,760)	-	(26,760)
Post employment benefits	3,322	-	3,322
Net pension liability proportionate share and related deferred outflows/inflows of resources	198,682	-	198,682
Total Adjustments	226,897	1,435,246	1,662,143
Net Cash Provided (Used) by Operating Activities	$ 647,797	$ (612,666)	$ 35,131
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 97,294	$ 97,294

BUSINESS -TYPE FUNDS

INTERNAL SERVICE FUNDS

Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component unit, or to other governments, on a cost-reimbursement basis.

Board of County Commissioners - ISF
Used to account for risk management services, garage and fuel services provided to County departments, and for the administration of employee benefits.

Clerk of Circuit Court and Comptroller - ISF
Used to account for annual costs related to compensated absence policy and activities for the Court Related employees of the Clerk of the Circuit Court and Comptroller's Office.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 9,986,848	$ 691,929	$ 10,678,777
Investments	7,325,979	-	7,325,979
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,374,962	-	1,374,962
Due from Other Funds	630,567	-	630,567
Due from Other Governments	123,573	-	123,573
Inventories	322,329	-	322,329
Total Current Assets	19,764,258	691,929	20,456,187
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	297,933	-	297,933
Less: Accumulated Depreciation	(1,086,159)	-	(1,086,159)
Total Capital Assets (Net)	548,711	-	548,711
Total Noncurrent Assets	548,711	-	548,711
Total Assets	20,312,969	691,929	21,004,898
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	284,420	-	284,420
Unamortized OBEB Cost and Subsequent Contributions	6,186	-	6,186
Total deferred outflow of resources	290,606	-	290,606

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2019

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	5,040,699	-	5,040,699
Contracts Payable	26,838	-	26,838
Accrued Liabilities	55,387	-	55,387
Compensated Absences Payable	23,473	69,193	92,666
Estimated Claims Payable	2,916,000	-	2,916,000
Due to Other Governments	5,495	-	5,495
Deposits	1,382	-	1,382
Total Current Liabilities	8,069,274	69,193	8,138,467
Noncurrent Liabilities:			
Compensated Absences Payable	211,253	622,736	833,989
Other Post Employment Benefits	80,226	-	80,226
Net Pension Liability	795,270	-	795,270
Estimated Claims Payable	6,562,000	-	6,562,000
Total Noncurrent Liabilities	7,648,749	622,736	8,271,485
Total Liabilities	15,718,023	691,929	16,409,952
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	67,638	-	67,638
Unamortized OPEB Costs	6,256	-	6,256
Total deferred inflow of resources	73,894	-	73,894
NET POSITION			
Net Investment in Capital Assets	548,711	-	548,711
Unrestricted	4,262,947	-	4,262,947
Total Net Position	$ 4,811,658	$ -	$ 4,811,658

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 37,729,427	$ 475,040	$ 38,204,467
Miscellaneous Revenues	-	-	-
Total Operating Revenues	37,729,427	475,040	38,204,467
Operating Expenses:			
Personal Services	1,218,706	475,040	1,693,746
Claims Incurrred and Changes in Estimate	1,982,591	-	1,982,591
Repairs and Maintenance	31,347	-	31,347
Other Services and Charges	4,126,419	-	4,126,419
Depreciation	69,836	-	69,836
Premiums/Claims Expense	30,850,741	-	30,850,741
Total Operating Expenses	38,279,640	475,040	38,754,680
Operating Income (Loss)	(550,213)	-	(550,213)
Nonoperating Revenues (Expenses):			
Investment Income	441,578	-	441,578
Total Nonoperating Revenues (Expenses)	441,578	-	441,578
Income Before Transfers and Contributions	(108,635)	-	(108,635)
Transfer In	-	-	-
Transfer (Out)	-	-	-
Change in Net Position	(108,635)	-	(108,635)
Net Position - Beginning	4,920,293	-	4,920,293
Net Position - Ending	$ 4,811,658	$ -	$ 4,811,658

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 5,393,542	$ -	$ 5,393,542
Receipts from interfund risk/benefits management	27,692,838	-	27,692,838
Receipts from interfund fleet/fuel management	3,942,934	-	3,942,934
Payments to suppliers	(34,936,374)	-	(34,936,374)
Payments to employees	(1,164,397)	4,946	(1,159,451)
Net Cash Provided (Used) by Operating Activities	928,543	4,946	933,489
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	-	-	-
Transfers from Other Funds	-	-	-
Advances due to/from other funds	204,551	-	204,551
Net Cash Provided (Used) by Noncapital Financing Activities	204,551	-	204,551
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(23,811)	-	(23,811)
Net Cash (Used) by Capital and Related Financing Activities	(23,811)	-	(23,811)
Cash Flows from Investing Activities			
Sale (purchase) of investments	147,110	-	147,110
Interest received	441,578	-	441,578
Net Cash Provided (Used) by Investing Activities	588,688	-	588,688
Net Increase (Decrease) in Cash and Cash Equivalents	1,697,971	4,946	1,702,917
Cash and cash equivalents at beginning of year	8,288,877	686,983	8,975,860
Cash and Cash Equivalents at End of Year	$ 9,986,848	$ 691,929	$ 10,678,777
Cash and Cash Equivalents Classified As:			
Current assets	$ 9,986,848	$ 691,929	$ 10,678,777
Total Cash and Cash Equivalents	$ 9,986,848	$ 691,929	$ 10,678,777

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governnmental Activities - Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	$ (550,213)	$ -	$ (550,213)
Depreciation	69,836	-	69,836
(Increase) Decrease in accounts receivable	(705,632)	-	(705,632)
(Increase) Decrease in inventories	51,335	-	51,335
Increase (Decrease) in accounts payable	2,466,776	-	2,466,776
Increase (Decrease) in contracts payable	26,838	-	26,838
Increase (Decrease) in accrued liabilities	4,877	-	4,877
other governments	3,696	-	3,696
Increase (Decrease) in customer deposits	1,382	-	1,382
Increase (Decrease) in compensated absences	(40,710)	4,946	(35,764)
Increase (Decrease) in Post Employment Benefits	(7,071)	-	(7,071)
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	101,350	-	101,350
Increase (Decrease) in claims payable	(493,921)	-	(493,921)
Total Adjustments	1,478,756	4,946	1,483,702
Net Cash Provided (Used for) Operating Activities	$ 928,543	$ 4,946	$ 933,489
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ -	$ -

FIDUCIARY FUNDS

AGENCY FUNDS

Agency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

Clerk of the Circuit Court and Comptroller
Used to account for resources received and held by the Clerk in a fiduciary capacity. These resources represent fines, forfeitures and filing fees collected for other governmental agencies and support payments, jury and witness services and posted bonds collected for individuals.

Sheriff
Used to account for the assets held by the Sheriff for individuals such as prisoner's funds, confiscated monies held as evidence, and prepayments of the Sheriff's fees for serving papers.

Tax Collector
Used to account for property taxes and fees for licenses.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2019

	Clerk General Agency	Sheriff General Agency	Tax Collector General Agency	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,816,293	$ 344,102	$ 5,302,205	$ 11,462,600
Accounts Receivable	-	-	487,031	487,031
Total Assets	$ 5,816,293	$ 344,102	$ 5,789,236	$ 11,949,631
LIABILITIES				
Due to Other Governments	$ 17,468	$ -	$ 4,177,323	$ 4,194,791
Due to Individuals	1,896,913	344,102	1,611,913	3,852,928
Other Current Liabilities	3,901,912	-	-	3,901,912
Total Liabilities	$ 5,816,293	$ 344,102	$ 5,789,236	$ 11,949,631

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2019

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
Accounts Receivable	-	-	-	-
Total Assets	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
LIABILITIES				
Accounts Payable	$ -	$ -	$ -	$ -
Due to Other Governments	25,175	216,381	224,088	17,468
Due to Individuals	1,733,124	2,481,607	2,317,818	1,896,913
Other Current Liabilities	3,602,180	20,893,370	20,593,638	3,901,912
Total Liabilities	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	427,665	$ 1,066,764	$ 1,150,327	$ 344,102
Accounts Receivable	-	-	-	-
Total Assets	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102
LIABILITIES				
Due to Other Governments	51,660	$ 315,669	$ 367,329	$ -
Due to Individuals	376,005	751,095	782,998	344,102
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 3,919,044	$ 2,228,187,909	$ 2,226,804,748	$ 5,302,205
Accounts Receivable	422,557	203,022,906	202,958,432	487,031
Total Assets	$ 4,341,601	$ 2,431,210,815	$ 2,429,763,180	$ 5,789,236
LIABILITIES				
Due to Other Governments	$ 4,016,518	$ 398,740,287	$ 398,579,482	$ 4,177,323
Due to Individuals	325,083	121,467,189	120,180,359	1,611,913
Total Liabilities	$ 4,341,601	$ 520,207,476	$ 518,759,841	$ 5,789,236

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2019

AGENCY COMBINED TOTALS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 9,707,188	$ 2,252,846,031	$ 2,251,090,619	$ 11,462,600
Accounts Receivable	422,557	203,022,906	202,958,432	487,031
Total Assets	$ 10,129,745	$ 2,455,868,937	$ 2,454,049,051	$ 11,949,631
LIABILITIES				
Accounts Payable	$ -	$ -	$ -	$ -
Due to Other Governments	4,093,353	399,272,337	399,170,899	4,194,791
Due to Individuals	2,434,212	124,699,891	123,281,175	3,852,928
Other Current Liabilities	3,602,180	20,893,370	20,593,638	3,901,912
Total Liabilities	$ 10,129,745	$ 544,865,598	$ 543,045,712	$ 11,949,631

Statistical Section

This part of the Escambia County, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the County's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the County provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant years.


ESCAMBIA COUNTY
FLORIDA

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	2018	2017*	2016
Governmental activities				
Net investment in capital assets	$ 535,721	$ 482,496	$ 463,840	$ 437,792
Restricted	163,964	162,236	164,972	155,972
Unrestricted	(135,138)	(107,680)	(110,792)	(68,495)
Total governmental activities net position	564,547	537,052	518,020	525,269
Business-type activities				
Net investment in capital assets	51,369	50,808	49,735	47,463
Unrestricted	21,648	22,482	25,238	26,377
Total business-type activities net position	73,017	73,290	74,973	73,840
Primary government				
Net investment in capital assets	587,090	533,304	513,575	485,255
Restricted	163,964	162,236	164,972	155,972
Unrestricted	(113,490)	(85,198)	(85,554)	(42,118)
Total primary government net position	$ 637,564	$ 610,342	$ 592,993	$ 599,109

* As restated for change in Accounting Principle

Continued next page

2015	2014*	2013	2012	2011	2010
$ 436,375	$ 442,851	$ 452,717	$ 458,089	$ 458,331	$ 445,075
128,529	64,981	102,728	86,651	85,670	91,990
(58,603)	(22,759)	15,359	30,839	10,083	10,312
506,301	485,073	570,804	575,579	554,084	547,377
51,827	50,952	52,502	49,930	49,870	48,811
17,218	13,816	15,992	14,852	14,200	10,707
69,045	64,768	68,494	64,782	64,070	59,518
488,202	493,803	505,219	508,019	508,201	493,887
128,529	64,981	102,728	86,651	85,670	91,990
(41,384)	(8,943)	31,351	45,691	24,283	21,019
$ 575,347	$ 549,841	$ 639,298	$ 640,361	$ 618,154	$ 606,896

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2019**	**2018**	**2017**	**2016**
Governmental activities:				
General government	$ 74,074	$ 69,239	$ 71,637	$ 59,270
Public Safety	170,752	154,065	148,553	146,708
Physical environment	6,048	5,831	2,855	2,736
Transportation	50,356	49,239	48,569	56,118
Economic environment	14,642	15,180	14,088	12,461
Human services	4,086	3,011	2,679	2,602
Culture and recreation	11,408	14,177	9,957	10,248
Court related	12,530	11,426	12,583	11,686
Interest	6,621	6,491	4,574	3,277
Total governmental activities expenses	350,517	328,659	315,495	305,106
Business-type activities:				
Solid waste	11,556	10,443	10,110	10,143
Emergency medical services	16,207	15,099	13,616	12,678
Inspection fund	2,619	2,594	2,500	2,435
Bay Center	7,562	7,153	7,006	6,837
Total business-type activities expenses	37,944	35,289	33,232	32,093
Total primary government expenses	$ 388,461	$ 363,948	$ 348,727	$ 337,199
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,821	5,551	5,378	4,933
Public safety	21,952	21,538	22,684	19,472
Physical environment	17,006	16,897	15,806	15,707
Transportation	6,952	6,747	7,053	6,854
Economic environment	643	766	382	581
Culture/recreation	457	435	514	520
Court related	11,718	11,449	12,316	11,559
Operating grants and contributions	17,244	27,145	19,187	24,286
Capital grants and contributions	37,113	16,103	9,856	8,255
Total governmental activities program revenue	118,906	106,631	93,176	92,167
Business-type activities:				
Charges for services				
Solid waste	16,075	14,998	15,373	15,141
Emergency medical services	11,863	12,773	10,963	12,832
Inspection fund	2,977	2,890	2,622	2,581
Bay Center	5,489	5,101	4,564	4,975
Operating grants and contributions	-	-	-	-
Capital grants and contributions	305	125	155	161
Total business-type activities program revenue	36,709	35,887	33,677	35,690
Total primary government program revenues	$ 155,615	$ 142,518	$ 126,853	$ 127,857
Net (Expense)/Revenue				
Governmental activities	$ (231,611)	$ (222,028)	$ (222,319)	$ (212,939)
Business-type activities	(1,235)	598	445	3,597
Total primary government net expense	$ (232,846)	$ (221,430)	$ (221,874)	$ (209,342)

Continued next page

2015	2014	2013	2012	2011	2010
$ 52,406	$ 63,252	$ 74,163	$ 67,918	$ 66,068	$ 58,525
127,345	127,213	107,598	120,918	117,657	120,345
2,423	1,618	2,057	4,694	6,892	4,418
51,235	48,542	52,130	49,084	47,726	44,860
11,486	12,139	11,274	13,225	13,361	19,468
2,689	2,462	2,493	2,781	2,790	3,318
9,140	8,930	4,464	7,024	6,073	5,647
12,955	11,215	10,152	7,922	8,405	8,446
3,441	3,392	3,058	4,388	5,165	5,397
273,120	278,763	267,389	277,954	274,137	270,424
9,956	9,919	9,988	10,254	11,941	11,822
10,978	10,796	9,912	9,723	9,387	9,563
2,187	2,079	1,876	2,285	2,580	2,874
6,685	6,560	6,583	5,876	5,743	6,509
29,806	29,354	28,359	28,138	29,651	30,769
$ 302,926	$ 308,117	$ 295,748	$ 306,092	$ 303,788	$ 301,193
4,471	4,273	4,285	25,380	25,142	25,084
17,998	17,947	17,725	18,629	17,679	17,469
17,732	14,935	13,582	2,625	2,364	2,566
6,746	6,509	6,249	1,254	1,444	1,241
270	380	321	6	42	5
522	494	380	397	300	311
11,543	10,021	6,674	2,791	3,070	3,007
18,434	18,946	19,239	45,950	32,687	31,039
8,104	10,655	4,813	10,683	11,704	27,450
85,820	84,160	73,268	107,716	94,432	108,172
13,485	13,618	11,998	11,674	12,489	11,681
12,013	12,158	11,454	9,386	11,548	13,924
2,262	2,299	2,091	1,970	1,904	1,829
4,409	4,558	3,905	3,735	3,490	3,974
-	103	2	236	14	107
735	131	1,556	92	718	1,624
32,904	32,867	31,006	27,093	30,163	33,138
$ 118,724	$ 117,027	$ 104,274	$ 134,809	$ 124,595	$ 141,310
$ (187,300)	$ (194,603)	$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)
3,098	3,513	2,647	(1,046)	512	2,369
$ (184,202)	$ (191,090)	$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	**2018**	**2017**	**2016**
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	$ 124,916	$ 116,325	$ 110,051	$ 109,691
Sales tax	75,533	72,004	66,762	64,634
Gasoline taxes	19,040	18,890	18,797	18,178
Tourist development tax	12,333	11,361	10,598	9,956
Other taxes and payments in lieu of taxes	4,734	4,849	4,789	4,759
Intergovernmental-unrestricted	9,414	8,889	8,522	8,216
Investment income	9,525	3,421	2,135	2,805
Gain (loss) on sale of capital assets			-	-
Miscellaneous	2,987	2,645	2,908	4,677
Gain (loss) on sale of capital assets			-	-
Transfers - internal activities	624	2,677	(744)	(697)
Special Item	-	-	-	9,689
Total general revenues and transfers	259,106	241,061	223,818	231,908
Business-type activities:				
Investment income	1,417	322	258	416
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	169	75	43	83
Capital contributions	-	-	-	-
Transfers - internal activities	(624)	(2,678)	744	697
Total business-type activities	962	(2,281)	1,045	1,196
Total primary government	$ 260,068	$ 238,780	$ 224,863	$ 233,104
Change in Net Position				
Governmental activities	$ 27,495	$ 19,033	$ 1,499	$ 18,969
Business-type activities	(273)	(1,683)	1,490	4,793
Total change in net position	$ 27,222	$ 17,350	$ 2,989	$ 23,762

Continued next page

2015	2014	2013	2012	2011	2010
$ 108,848	$ 101,076	$ 93,789	$ 99,683	$ 105,428	$ 103,386
62,074	59,450	56,515	54,113	53,164	49,382
17,507	16,107	12,621	13,069	13,315	13,388
9,160	8,396	7,801	7,156	6,462	5,051
5,961	6,028	7,865	-	-	-
7,987	7,408	7,024	8,333	8,189	8,227
2,659	1,348	390	3,617	1,509	1,163
-	-	-	5,246	104	133
6,528	8,131	4,249	1,619	1,698	2,180
(11,481)	-	-	-	-	-
(715)	(763)	(907)	(1,104)	(3,456)	(8,044)
-	-	-	-	-	-
208,528	207,181	189,347	191,732	186,413	174,866
386	177	53	615	228	130
-	-	-	-	146	90
79	400	104	38	209	416
-	-	-	-	-	-
715	763	907	1,104	3,456	8,044
1,180	1,340	1,064	1,757	4,039	8,680
$ 209,708	$ 208,521	$ 190,411	$ 193,489	$ 190,452	$ 183,546
$ 21,228	$ 12,578	$ (4,774)	$ 21,495	$ 6,708	$ 12,614
4,278	4,853	1,064	1,757	4,039	8,680
$ 25,506	$ 17,431	$ (3,710)	$ 23,252	$ 10,747	$ 21,294

Schedule 3
Escambia County, Florida

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	2018	2017	2016
General Fund:				
Nonspendable	$ 727	$ 753	$ 694	$ 644
Restricted			-	-
Committed			-	-
Assigned	18,484	15,268	16,297	18,952
Unassigned	29,037	34,190	30,149	27,682
Total general fund	48,248	50,211	47,140	47,278
All Other Governmental Funds:				
Nonspendable	$ 334	$ 501	563	17,954
Restricted	208,757	239,658	244,779	138,898
Committed	17,393	17,377	17,115	14,916
Assigned	-	-	-	-
Unassigned	(6,585)	(9,546)	(9,820)	(8,204)
Total all other governmental funds	219,899	247,990	252,637	163,564
Total all governmental funds	$ 268,147	$ 298,201	$ 299,777	$ 210,842

	Fiscal Year
	2010
General Fund:	
Reserved	$ 1,458
Unreserved	31,274
Total general fund	32,732
All Other Governmental Funds:	
Reserved	52,433
Unreserved, reported in:	
Special revenue funds	17,321
Debt service fund	-
Capital projects funds	39,352
Total all other governmental funds	109,106
Total all governmental funds	$ 141,838

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

2015	2014	2013	2012	2011
$ 4,292	$ 4,367	$ 4,805	$ 5,021	$ 579
-	-	52	-	-
-	-	-	-	-
17,911	10,073	8,402	4,908	903
25,536	23,647	19,361	16,868	27,954
47,739	38,087	32,620	26,798	29,437
10,118	5,609	2,567	7,776	18,896
124,568	123,349	99,764	86,651	85,670
16,121	14,267	13,545	9,100	8,418
-	-	-	8,777	7,655
(6,240)	(3,836)	(3,980)	(6,088)	(18,135)
144,567	139,389	111,896	106,216	102,504
$ 192,306	$ 177,476	$ 144,516	$ 133,014	$ 131,941

Schedule 4

Escambia County, Florida

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	2019	2018	2017	2016
REVENUES				
Taxes	$ 202,217	$ 190,782	$ 180,220	$ 177,312
Permits, fees and special assessments	19,392	19,127	19,048	15,966
Franchise fees	15,464	15,461	14,747	14,883
Intergovernmental revenue	94,857	83,736	67,034	70,451
Charges for services	24,949	23,908	25,441	23,968
Fines and forfeits	2,516	2,376	2,900	2,529
Investment income	9,083	3,337	2,059	2,620
Miscellaneous	6,054	5,794	5,615	6,492
Total revenues	374,532	344,521	317,064	314,221
EXPENDITURES				
General government	65,321	57,291	55,134	55,544
Public safety	141,880	136,213	132,449	132,149
Physical environment	4,338	8,486	3,385	2,110
Transportation	35,437	33,702	33,724	34,398
Economic environment	14,323	14,959	14,635	12,322
Human services	3,805	2,793	2,449	2,549
Culture and recreation	11,287	9,221	8,320	7,677
Court-related	10,841	11,180	11,286	10,541
Debt service:				
Principal	7,765	8,024	7,343	7,160
Interest	6,847	6,706	3,961	3,127
Bond issuance costs	310	-	552	-
Capital outlay	103,365	60,203	42,054	27,418
Total expenditures	405,519	348,778	315,292	294,995
Excess of revenues over (under) expenditures	(30,987)	(4,257)	1,772	19,226
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	41,545	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	-	-	78,060	-
Premium(Discount)Notes/Bonds	5,319	-	10,682	-
Notes issued	-	-	-	-
Payments made to bond escrow agents	-	-	-	-
Payments made to refunded bond holders	(46,554)			
Insurance recoveries	-	-	-	-
Transfers in	26,862	36,849	24,865	22,053
Transfers out	(26,239)	(34,167)	(26,444)	(22,743)
Total other financing sources (uses)	933	2,682	87,163	(690)
Net change in fund balances	$ (30,054)	$ (1,575)	$ 88,935	$ 18,536
Debt service as a percentage of noncapital expenditures	5.01%	5.28%	4.27%	3.95%

Continued next page

	Fiscal Year					
	2015	**2014**	**2013**	**2012**	**2011**	**2010**
	$ 173,928	$ 161,956	$ 149,265	$ 153,137	$ 157,787	$ 152,344
	16,027	13,916	13,546	12,893	12,074	12,180
	15,140	14,608	13,308	13,372	13,811	14,109
	62,617	62,337	57,770	81,844	68,947	85,534
	23,618	21,677	18,111	17,627	17,218	16,885
	2,606	2,407	2,262	1,145	1,207	990
	2,504	1,344	418	3,415	1,395	1,042
	9,820	11,935	8,992	5,180	10,453	6,987
	306,260	290,180	263,672	288,613	282,892	290,071
	53,032	56,079	58,979	59,147	61,209	51,716
	124,781	119,698	103,464	112,270	112,160	108,184
	4,173	1,731	2,279	5,251	6,432	5,490
	30,601	27,584	26,812	26,183	26,172	23,898
	11,227	12,796	10,419	12,517	13,428	18,973
	2,686	2,337	2,079	2,254	2,323	2,786
	7,450	6,867	2,271	1,556	2,186	1,409
	11,693	10,071	9,132	9,308	9,576	9,603
	6,812	4,397	3,526	3,670	3,998	13,052
	3,290	3,241	3,148	4,388	5,165	5,397
	-	-	-	-	-	-
	34,970	32,156	32,279	50,446	42,539	46,438
	290,715	276,957	254,388	286,991	285,188	286,946
	15,545	13,223	9,284	1,622	(2,296)	3,125
	-	-	8,406	48,880	-	-
	-	-	-	48,040	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	20,500	-	-	-	-
	-	-	(8,362)	(96,700)	-	-
	-	-	-	749	301	308
	21,251	18,331	18,256	36,443	26,941	35,798
	(21,966)	(19,094)	(16,083)	(38,057)	(34,843)	(38,842)
	(715)	19,737	2,217	(645)	(7,601)	(2,736)
	$ 14,830	$ 32,960	$ 11,501	$ 976	$ (9,897)	$ 389
	4.09%	3.21%	3.08%	3.54%	4.06%	4.09%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property (1)					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property (2)	Total	Total Direct Tax Rate
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	7.6605
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	7.6605
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	7.6605
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	7.6605
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	7.6605
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	7.6605
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	7.6605
2017	10,935,245	2,980,222	361,561	1,872,431	16,149,459	7.6605
2018	11,727,822	3,150,769	384,934	2,036,817	17,300,342	7.6605
2019	12,381,210	3,526,119	398,812	2,158,624	18,464,765	7.6605

Source: Escambia County Property Appraiser
www.escpa.org

(1) Taxable value of property subject to direct tax rate.

(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates


ESCAMBIA COUNTY
FLORIDA

Schedule 6
Escambia County, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(Rates per $1,000 of Assessed Value)
Millage rates levied for the fiscal year ending September 30

	Fiscal Year			
	2019	2018	2017	2016
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.3590
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685
Total direct rate	7.6605	7.6605	7.6605	7.6605
Overlapping:				
Escambia County School Board	6.0430	6.3250	6.6310	6.8760
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.0000
Northwest Florida Water Management	0.0327	0.0338	0.0353	0.0366
Town of Century	0.9204	0.9204	0.9204	0.9732
Total overlapping rates	13.2856	13.5687	13.8762	14.1753

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2015	2014	2013	2012	2011	2010
6.6165	6.6165	6.9755	6.9755	6.9755	6.9755
0.3590	0.359	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	7.6605
7.1130	7.557	7.558	7.821	7.860	7.860
4.2895	4.2895	4.2895	4.2895	4.5395	4.5395
2.0000	2.000	2.000	2.000	2.000	2.000
0.0378	0.039	0.040	0.040	0.045	0.045
0.9006	0.9006	0.9048	0.9048	0.9048	0.823
14.3409	14.7861	14.7921	15.0553	15.3493	15.2675

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2019			Fiscal Year 2010		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 709,213	1	3.84%	$ 455,613	1	1.74%
Sacred Heart Health Systems	328,740	2	1.78%			0.00%
International Paper Corp	267,086	3	1.45%	374,457	2	1.43%
City of Pensacola	260,159	4	1.41%			0.00%
Navy Federal Credit Union	162,287	5	0.88%			0.00%
Pensacola POB/Baptist	146,583	6	0.79%	66,231	9	0.25%
Ascend Performance Material*	128,613	7	0.70%	140,170	3	0.54%
Pensacola Christian College	126,229	8	0.68%			0.00%
West Florida Regional Medical	113,654	9	0.62%	91,542	4	0.35%
Walmart/Sams	75,565	10	0.41%	64,397	6	0.25%
Bellsouth Telecommunication				71,747	5	0.27%
CoxCom Inc (formerly Cox Cable)				50,584	7	0.19%
Simon Debartolo Group				35,322	8	0.14%
Exxon/Mobil Chemical				40,191	10	0.15%
Total	$ 2,318,129		12.55%	$ 1,390,254		5.32%
	(1) $ 18,464,765			(1) $ 26,146,258		

Sources:
Escambia County Tax Roll compiled by the Escambia County Property Appraiser
www.escpa.org
Tangible personal property records on file in the Escambia County Tax Collector's office.
www.escambiataxcollector.com

(1) Total Estimated Assessed Value Countywide per Schedule 5

*Formerly Solutia, Inc.

Schedule 8
Escambia County, Florida

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections Received from Prior Year Levies		Total Collections to Date	
		Amount	Percentage of Original Levy			Amount	Percentage of Levy
2010	107,040,913	100,137,279	93.55%	3,248,703		103,385,982	96.59%
2011	101,512,715	93,343,444	91.95%	12,084,191	**(1)**	105,427,635	103.86%
2012	99,330,134	99,249,940	99.92%	432,641		99,682,581	100.35%
2013	100,092,915	94,930,127	94.84%	188,794		95,118,921	95.03%
2014	101,167,730	100,380,170	99.22%	695,427		101,075,597	99.91%
2015	106,013,064	103,697,542	97.82%	5,150,838	**(2)**	108,848,380	102.67%
2016	110,249,860	106,512,637	96.61%	3,178,435	**(3)**	109,691,072	99.49%
2017	114,962,306	109,851,250	95.55%	199,525		110,050,775	95.73%
2018	120,238,390	115,369,234	95.95%	955,642		116,324,876	96.75%
2019	128,396,943	124,720,215	97.14%	195,569		124,915,784	97.29%

Note: Property Tax data includes County wide and Municipal Services Taxing Units only.
Data does not include the Escambia County School Board.

(1) 2011 Collections received from prior year levies include $10,606,316 for collections held in reserve pending the outcome of court litigation.

(2) 2015 Collections received from prior year levies include $4,463,110 for collections held in reserve pending the outcome of court litigation.

(3) 2016 Collections received from prior year levies include $2,938,543 for collections held in reserve pending the outcome of court litigation.

Schedule 9
Escambia County, Florida

SCHEDULE OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

	Governmental Activities				Business Activities	
Fiscal Year	Bonds	Unamortized Bond Issue Premiums (2)	Capital Leases	Notes	Bonds	Notes
2010	108,540,000	-	507,504	-	-	-
2011	105,050,000	-	-	-	-	-
2012	56,680,000	-	-	48,040,000	-	-
2013	47,545,000	-	-	53,660,000	-	-
2014	46,780,000	-	-	70,528,000	-	-
2015	44,820,000	-	-	65,676,000	-	-
2016	42,610,000	-	-	60,726,000	-	-
2017	118,395,000	10,593,411	-	55,658,000	-	-
2018	115,545,000	10,228,121	-	50,484,000	-	-
2019	115,890,000	14,854,399	-	37,365,000	-	-

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 16 for more Demographic and Economic Statistics. Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 16.

(2) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017; and Capital Improvement Refunding Revenue Bond, Series 2018.

Continued next page

Total Outstanding Debt	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita Income (1)
109,047,504	1034.68%	297,619	366	0.032%
105,050,000	950.88%	299,653	351	0.035%
104,720,000	913.59%	304,191	344	0.036%
101,205,000	856.63%	307,753	329	0.038%
117,308,000	1036.24%	309,034	380	0.031%
110,496,000	925.04%	311,003	355	0.035%
103,336,000	837.53%	311,711	332	0.038%
184,646,411	1442.65%	313,512	589	0.022%
176,257,121	1313.21%	315,534	559	0.024%
168,109,399	1252.50%	315,534	533	0.025%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2019

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	115,890,000	100.00%
Escambia County - Revenue Notes		37,365,000	100.00%
Escambia County - Unamortized Bond Issue Premiums (3)		14,854,399	100.00%
Total Direct Debt	$	168,109,399	

Overlapping:

County Governments are encouraged, but not required to present information about Direct or Overlapping Debt. Overlapping debt is not presented.

Computation of Legal Debt Margin (2)

The Constitution of the State of Florida, Florida Statute 200.181 and Escambia County set no legal debt limit.

Note: Escambia County has no general obligation debt as of September 30, 2019.

(1) Source: Escambia County Government
(2) Source: Florida Statutes
(3) Unamortized Bond Issue Premiums associated with the Sales Tax Revenue Bonds, Series 2017; and the Capital Improvement Refunding Revenue Bonds, Series 2018.


ESCAMBIA COUNTY
FLORIDA

Schedule 11
Escambia County, Florida

PLEDGED REVENUE COVERAGE

Last Ten Fiscal Years

	Sales Tax Bond/Note				Capital Improvement Bond/Note			
Fiscal Year	Half-Cent Sales Tax Revenues	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage	Covenant to Budget (1)	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage
2010	18,089,862	1,925,000	3,824,378	3.15	2,136,856	495,000	952,938	1.48
2011	19,531,628	1,985,000	3,761,815	3.40	2,770,775	510,000	936,108	1.92
2012	19,793,471	2,050,000	3,695,318	3.45	2,423,968	530,000	917,748	1.67
2013	20,617,921	2,120,000	3,625,618	3.59	1,447,388	740,000	582,971	1.09
2014	21,735,479	1,775,000	2,227,994	5.43	2,337,204	1,445,000	891,904	1.00
2015	22,513,589	3,005,000	2,177,244	4.34	3,616,947	2,606,000	1,010,186	1.00
2016	23,418,049	3,280,000	2,092,212	4.36	3,616,913	2,667,000	948,587	1.00
2017	24,173,396	3,380,000	3,008,930	3.78	3,615,062	2,728,000	885,732	1.00
2018	25,920,787	3,980,000	3,687,105	3.38	3,738,275	2,795,000	942,774	1.00
2019	27,392,846	2,560,000	4,883,072	3.68	6,206,861	3,935,000	1,935,203	1.06

(1) Covenant to budget and appropriate from available Non-ad valorem revenues.

(2) Operating Expenses are defined pursuant to the ordinance 89-7, as amended, providing authority to pledge Tourism tax revenues.

Continued next page

Tourist Development Tax Bond/Note

Tourist Development Tax Revenues	Less Operating Expense (2)	Net Available for Debt Service	Debt Service Requirements		Coverage
			Principal	Interest	
5,051,422	(1,700,000)	3,351,422	970,000	460,260	3.53
6,461,694	(1,974,810)	4,486,884	995,000	430,190	4.53
7,156,095	(1,400,000)	5,756,095	1,025,000	398,350	5.03
7,801,334	(1,200,000)	6,601,334	1,650,000	364,525	3.87
8,395,717	(1,300,000)	7,095,717	1,177,000	117,447	6.49
9,159,624	(1,300,000)	7,859,624	1,201,000	98,626	7.05
9,955,914	(1,300,000)	8,655,914	1,213,000	79,422	7.70
10,598,123	(1,300,000)	9,298,123	1,235,000	60,026	8.18
11,361,080	(1,300,000)	10,061,080	1,249,000	40,279	8.81
10,633,148	(1,700,000)	8,933,148	1,270,000	20,307	8.24

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Ten Fiscal Years

Fiscal Year	Half-Cent Sales Tax Revenues (2)	Percentage Change
2010	18,089,862	-0.7%
2011	19,531,628	8.0%
2012	19,793,471	1.3%
2013	20,617,921	4.2%
2014	21,735,479	5.4%
2015	22,513,589	3.6%
2016	23,418,049	4.0%
2017	24,173,396	3.2%
2018	25,920,787	7.2%
2019	27,392,846	5.7%

(1) The table sets forth the historical Sales Tax Revenues received by the county (net of amounts distributed to municipalities within the County) for the Fiscal Years Ending September 30, 2010 through 2019 (audited).

(2) The Amount of Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in tax rate and changes in the amount of Sales Tax Revenues deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2017 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State, deposited into the Trust Fund and then distributed to the County.

(2) In particular, the share of the Sales Tax Revenues deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the incorporated and unincorporated areas with in the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.


ESCAMBIA COUNTY
FLORIDA

Schedule 13
Escambia County, Florida

PRO FORMA DEBT SERVICE COVERAGE FROM SALES TAX REVENUES

Last Eight Fiscal Years

	Fiscal Year Ended September 30,			
	2019	**2018**	**2017**	**2016**
Sales Tax Revenue	$ 27,392,846	$ 25,920,787	$ 24,173,396	$ 23,418,049
Maximum Annual Debt Service on the Series 2012 Note and Series 2017 Bonds (1)	9,571,501	9,572,824	9,572,824	9,572,824
Sales Tax Revenue coverage of Maximum Annual Debt Service on the Series 2012 Note and Series 2017 Bonds (1)	2.86 x	2.71 x	2.53 x	2.45 x

(1) The coverage table compares the historical Sales Tax Revenues to the pro forma aggregate maximum annual debt service on the Series 2012 Note and the Series 2017 Bonds. The pro forma aggregate maximum annual debt service would occur in Fiscal Year 2024, based on the assumptions set forth below.

(1) Assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028. The maximum annual debt service above assumes the owner of the Note does not exercise the mandatory prepayment option.

Continued next page

2015	2014	2013	2012
$ 22,513,589	$ 21,735,479	$ 20,617,921	$ 19,793,471
9,572,824	9,572,824	9,572,824	9,572,824
2.35 x	2.27 x	2.15 x	2.07 x

Schedule 14
Escambia County, Florida

HISTORICAL NON-AD VALOREM REVENUE (1)

Last Six Fiscal Years

	Fiscal Year Ended September 30,		
	2019	**2018**	**2017**
Charges for Other Services	$ 24,949,395	$ 23,908,299	$ 25,441,094
Half-Cent Sales Tax	27,392,846	25,920,787	24,173,396
Electric Franchise Fee	11,813,944	11,877,215	11,353,718
Communication Services Tax	2,225,150	2,467,712	2,461,336
State Revenue Sharing	9,343,600	8,883,539	8,477,607
Reimbursement of Indirect Costs	2,342,595	3,259,281	3,355,784
Investment Income	9,082,990	3,336,558	2,058,847
Miscellaneous	6,054,107	5,794,200	5,607,165
Permits & Fees	362,347	381,468	327,086
Judgements & Fines	2,515,765	2,376,467	2,900,280
Excess Fees - Constitutional Officers	2,691,540	1,837,347	1,954,195
Other Non-enterprise, Non-Ad Valorem	150,841,604	138,153,148	118,902,982
TOTALS	$ 249,615,883	$ 228,196,021	$ 207,013,490

(1) The table sets forth the sources and total amounts of Non-Ad Valorem Revenue of the county for the Fiscal Years ended September 30, 2014 through 2019 (audited).

Continued next page

2016	2015	2014
$ 23,968,246	$ 23,617,512	$ 21,677,255
23,418,049	22,513,589	21,735,479
11,540,341	11,830,914	11,273,510
2,659,111	2,737,529	2,661,569
8,168,290	7,949,431	7,357,972
2,866,294	2,727,676	2,143,749
2,619,591	2,503,613	1,343,694
6,492,126	9,819,968	11,934,939
331,995	259,021	235,927
2,528,843	2,605,545	2,406,901
1,146,715	1,663,774	1,889,212
118,790,108	109,182,868	109,721,231
$ 204,529,709	$ 197,411,440	$ 194,381,438

Schedule 15
Escambia County, Florida

DEBT SERVICE REQUIREMENTS FROM NON-AD VALOREM REVENUES (1)

Last Six Fiscal Years

	Fiscal Year Ended September 30,					
	2019	**2018 (2)**	**2017 (2)**	**2016**	**2015**	**2014**
Total Governmental Fund Revenues	374,531,667	344,520,897	317,064,265	314,220,781	306,259,820	290,180,326
Less Ad Valorem Revenues	(124,915,784)	(116,324,876)	(110,050,775)	(109,691,072)	(108,848,380)	(95,798,888)
Non-Ad Valorem Revenues	249,615,883	228,196,021	207,013,490	204,529,709	197,411,440	194,381,438
Essential Expenditures						
General Government	(65,320,610)	(57,290,782)	(55,134,177)	(55,543,552)	(53,031,820)	(56,078,759)
Public Safety	(141,879,522)	(136,212,623)	(132,448,931)	(132,149,155)	(124,781,265)	(119,698,436)
Total Essential Expenditures	(207,200,132)	(193,503,405)	(187,583,108)	(187,692,707)	(177,813,085)	(175,777,195)
Allocable Portion of Essential Expenditures	(138,093,647)	(128,168,443)	(122,474,331)	(122,171,215)	(114,616,201)	(117,746,866)
Revenues for Coverage	111,522,236	100,027,578	84,539,159	82,358,494	82,795,239	76,634,572
Total Maximum Annual Debt Service (2)	15,543,460	14,780,583	14,477,293	10,285,572	10,285,572	10,285,572
Coverage	7.17 x	6.77 x	5.84 x	8.01 x	8.05 x	7.45 x

(1) The coverage table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion or a covenant to budget and appropriate Non-Advalorem Revenues.

(2) The Total Maximum Annual Debt Services for 2018 and 2017 includes the refunded obligations on November 28, 2018, as described in Note 6 of the notes to financial statements of the 2018 CAFR.

Schedule 16
Escambia County, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Year	Population (1)	Median Age (2)	Per Capita Personal Income (1)	Personal Income *(thousands of dollars)* (3)	School Enrollment (4)	Unemployment Rate (1)
2010	297,619	37.0	35,412	10,539,284	40,049	10.1%
2011	299,653	37.5	36,868	11,047,607	39,658	9.9%
2012	304,191	38.0	37,682	11,462,525	39,870	8.1%
2013	307,753	37.6	38,389	11,814,330	40,082	6.5%
2014	309,034	37.6	36,632	11,320,533	43,010	6.1%
2015	311,003	37.3	38,408	11,945,003	42,082	5.2%
2016	311,711	36.9	39,582	12,338,145	39,284	5.1%
2017	313,512	37.2	40,825	12,799,127	39,859	4.0%
2018	315,534	37.1	42,537	13,421,870	39,078	3.0%
2019	315,534	37.3	42,537	13,421,870	38,698	3.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2019 Population was unavailable at time of issue, and is based on 2018 data
2019 Per Capita Personal Income was unavailable at time of issue, and is based on 2018 data
(2) University of West Florida HAAS Center www.haas.uwf.edu
(3) Personal income is a calculated amount based on population and per capita personal income.
(4) Escambia County School District - School Board Budget Department www.escambia.k12.fl.us

Schedule 17
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2019 (1)			2010 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	15,500	1	28.05%	15,790	1	36.50%
Navy Federal Credit Union	8,375	2	15.16%			
State government	7,400	4	13.39%	5,970	3	13.80%
Baptist Health Care	7,347	5	13.30%	3,163	5	7.31%
Federal government	6,800	3	12.31%	7,403	2	17.11%
Sacred Heart Health Systems	4,820	6	8.72%	5,000	4	11.56%
Gulf Power Company	1,774	7	3.21%			
Ascend Performance Materials	1,288	8	2.33%	1,400	8	3.24%
West Florida Healthcare	1,200	9	2.17%			
Innisfree Hotels	750	10	1.36%	1,300	9	3.01%
Lakeview Center				2,000	6	4.62%
University of West Florida				1,231	10	2.85%
Total Employees	55,254			43,257		

Source:
(1) Florida West Economic Development Alliace www.FloridaWestEDA.com and Florida Research and Economic Information Database Applications (Total Government) www.FREIDA.labormarketinfo.com
(2) Escambia County Comprehensive Annual Fiscal Report for the year ending 2010.


ESCAMBIA COUNTY
FLORIDA

Schedule 18
Escambia County, Florida

ESCAMBIA COUNTY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Number of Full Time Equivalent Employees as of September 30			
	2019	2018	2017	2016
General government				
Board of County Commissioners	193	200	215	177
Clerk of Circuit Court & Comptroller	42	42	41	41
Property Appraiser	71	70	70	70
Supervisor of Elections	15	15	15	13
Tax Collector	103	103	100	100
Public safety				
Board of County Commissioners	924	925	918	862
Sheriff	693	704	652	652
Physical environment				
Board of County Commissioners	70	63	67	65
Transportation				
Board of County Commissioners	326	324	225	229
Economic environment				
Board of County Commissioners	5	6	6	6
Human services				
Board of County Commissioners	30	30	29	43
Culture and recreation				
Board of County Commissioners	93	85	26	26
Court related				
Board of County Commissioners	15	14	14	13
Clerk of Circuit Court & Comptroller	112	108	119	118
Total	2,692	2,689	2,497	2,415

Source: Escambia County Government

Continued next page

2015	2014	2013	2012	2011	2010
197	192	211	198	197	207
53	53	55	54	53	53
70	75	70	70	69	69
13	13	15	15	14	15
100	103	103	89	89	89
841	810	373	379	379	398
670	645	1,079	1,102	1,094	1,103
66	105	103	98	104	105
197	192	196	194	190	199
5	4	-	-	-	-
43	30	29	27	28	26
24	25	26	25	24	26
7	6	4	4	3	3
117	116	117	125	130	130
2,403	2,369	2,381	2,380	2,374	2,423

Schedule 19
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	2018	2017	2016
General Government				
County residents per employee (1)	117	117	126	129
Public Safety				
Building permits -total value	unavailable	unavailable	$ 228,500,135	$ 202,881,216
Building permits - single & multi-family units	1,138	1,371	928	923
Building permits - single family units	unavailable	unavailable	836	816
Building permits - multi-family units	unavailable	unavailable	92	107
Total fire responses	21,137	18,440	16,683	14,317
Total permits issued	24,831	26,110	20,881	20,200
Total inspections performed	46,043	51,120	38,848	34,461
Code enforcement complaints	6,479	6,753	6,471	6,431
Emergency calls (ambulance)	67,866	58,653	51,464	46,881
Non-emergency calls (ambulance)	3,369	4,400	2,760	2,435
Total ambulance transports	42,727	40,288	36,595	36,442
911 calls - City	70,347	45,962	49,636	51,159
Arrests - City	3,959	3,697	3,301	3,039
Traffic violations - City	8,391	7,315	8,009	6,804
911 calls - County	48,410	50,468	50,661	50,536
Arrests - County	12,015	20,107	15,953	14,137
Traffic violations - County	14,435	23,255	32,381	22,559
Physical environment				
Solid waste managed at Perdido Landfill (tons)	428,933	396,444	411,452	334,027
Waste disposed of in the class I landfill (tons)	361,620	339,170	362,882	318,320
Tons of yard trash recycled	10,198	9,170	7,609	8,033
Tons of various recycled materials	56,496	47,520	40,053	4,924
Hazardous material disposed of (tons)	44	42	43	76
Transportation				
Passenger trips - fixed route services	1,398,149	1,445,102	1,578,305	1,443,463
Passenger trips - paratransit/demand services	105,879	101,579	92,820	87,558
Bob Sikes toll receipts	3,277,699	3,403,058	3,540,583	3,452,765
Culture and recreation				
Bay Center operating revenues	5,514,304	5,148,240	4,573,010	4,989,232
Parks & recreation park uses	118	127	78	73
Equestrian Center events	37	53	66	56
Lake Stone rentals	531	447	473	426
Naval Air Museum visitors	720,951	738,043	772,997	842,639
Students enrolled - University of West Florida	12,850	13,033	12,979	12,798
Students enrolled - Pensacola State College	7,054	8,824	8,651	8,229

N/A: Information not available
Sources: Various county departments, Pensacola Police Department, University of West Florida, Pensacola State College, and the Pensacola Naval Air Museum.

(1) General Government - County residents per employee is derived from total county population on Schedule 16 and total County government employees on Schedule 18

Continued next page

2015	2014	2013	2012	2011	2010
129	130	129	128	126	123
$ 160,326,832	$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291
771	915	787	623		
761	669	777	621	609	529
10	246	10	2	2	391
15,320	14,769	15,946	15,392	15,736	15,493
18,786	19,416	17,440	15,176	15,741	15,330
33,628	34,490	31,798	27,205	25,288	25,581
7,579	6,165	8,292	6,400	6,354	7,418
41,537	41,599	37,872	38,668	36,516	35,557
534	950	2,103	531	797	1,068
35,225	33,715	33,136	31,542	37,313	36,625
56,602	61,540	57,416	59,583	55,093	52,780
3,176	3,225	3,773	3,316	3,405	3,375
6,859	7,367	8,179	5,894	5,879	5,786
42,402	46,199	46,246	48,467	45,071	45,710
11,306	15,348	16,944	17,850	16,986	18,776
12,014	10,254	9,114	14,314	7,833	11,201
257,778	280,128	258,856	266,114	270,935	284,689
234,031	267,821	244,018	243,737	240,934	257,192
20,262	9,377	5,015	6,315	14,977	17,628
3,380	2,247	6,726	9,316	20,531	24,343
34	43	70	72	58	35
1,490,282	1,516,853	1,561,371	1,359,002	1,145,539	1,164,519
87,355	56,651	43,774	49,639	49,138	46,383
3,537,142	3,327,729	3,310,752	3,316,180	3,249,907	2,902,503
4,434,520	4,563,725	3,937,617	3,750,220	3,514,818	4,016,368
69	96	89	104	99	85
56	51	47	42	37	35
391	432	439	450	588	688
872,082	799,380	765,063	804,344	801,397	726,688
12,602	12,588	12,823	11,982	11,599	11,184
9,022	9,568	9,328	9,509	9,335	9,276

Schedule 20
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	Fiscal Year 2018	2017	2016
General government				
Facilities - number	224	223	219	219
Facilities - square footage	2,416,378	2,410,929	2,344,323	2,357,518
Public Safety				
Road prison capacity	236	256	256	252
Work release facility capacity	438	438	412	380
Fire stations	21	21	22	22
Rescue vehicles (fire trucks, etc)	52	52	52	53
Ambulances	32	29	33	30
Mass transit bus/trolley	82	83	71	70
Sheriffs vehicles (marked/unmarked)	420	420	425	400
Sheriff substations	7	4	4	6
Physical environment				
Landfills in operation (accepting waste)	1	1	1	1
Beaches (miles)				
Pensacola (1)*	17	17	17	17
Perdido Key (2)*	13	13	13	13
Transportation				
Centerline miles of county roads				
Paved mileage	1,499	1,496	1,493	1,486
Unpaved mileage	67	69	70	75.15
Traffic signals	455	435	414	361
Bridges	148	148	150	150
Culture and recreation				
Athletic parks	16	16	16	16
Campgrounds	2	2	2	2
Community centers	16	16	16	16
Equestrian center	1	1	1	1
Neighborhood parks	82	82	82	82
Undeveloped parks	11	11	11	11
Beach access/boat ramps	21	21	21	21
Libraries (locations)	7	7	7	7

N/A: Information not available

Sources: Individual County departments

(1) Source: Santa Rosa Island Authority and Community & Environment Bureau

(2) Source: Community & Environment Bureau

* The number of miles were obtained according to a GIS based measurement and 2006 aerial photographs. This measurement is just an approximation and is subject to significant error. Barring disaster or land acquisition/creation, the miles of beach within the County should not change significantly from year-to-year.

Continued next page

2015	2014	2013	2012	2011	2010
213	226	224	214	224	216
2,515,675	2,489,964	2,497,854	2,329,716	2,437,151	2,294,305
236	236	236	236	236	236
380	380	280	280	280	280
22	23	23	22	22	21
53	53	57	67	81	81
29	25	30	30	26	31
83	66	54	44	46	43
400	400	400	365	375	333
6	6	6	6	6	6
1	1	1	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,479	1,474	1,467.60	1,467.60	1,463.86	1,456.02
80.09	84.07	89.39	89.39	91.83	93.49
356	338	318	324	340	310
165	139	139	132	128	126
16	16	16	16	15	15
2	2	2	2	2	2
16	16	16	16	15	15
1	1	1	1	1	1
82	82	82	82	82	82
11	11	11	11	11	11
21	21	20	20	20	20
6	6	6	6	6	6


ESCAMBIA COUNTY
FLORIDA


ESCAMBIA COUNTY
FLORIDA



Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2019

ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2019

Prepared by:
Pam Childers, CPA
and the Finance Staff
Office of the Clerk of
the Circuit Court and
Comptroller

Introductory Section

Certificate of Achievement for Excellence in Financial Reporting

County Officials

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Escambia County

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Lumon J. May.....Chair – District 3
Steven L. Barry.....Vice Chair – District 5
Jeff Bergosh.....Commissioner – District 1
Douglas Underhill .....Commissioner – District 2
Robert Bender.....Commissioner – District 4

ELECTED COUNTY OFFICERS

Pam Childers ..... Clerk of the Circuit Court and Comptroller
Chris Jones.....Property Appraiser
David Morgan.....Sheriff
David Stafford .....Supervisor of Elections
Scott Lunsford ..... Tax Collector

OTHER OFFICIALS

Janice P. Gilley..... County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2019

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Escambia County Clerk of the Circuit Court and Comptroller
Escambia County Property Appraiser
Escambia County Sheriff
Escambia County Supervisor of Elections
Escambia County Tax Collector

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County

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

February 10, 2020

To the Honorable Members of the
Board of County Commissioners and
Citizens of Escambia County, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the Comprehensive Annual Financial Report (CAFR) of the County of Escambia (County), Florida for the fiscal year ended September 30, 2019 which fulfills this requirement.

This report consists of management's representations concerning the finances of the County. Consequently, management assumes full responsibility for the completeness and reliability of the information contained in this report. To provide a reasonable basis for making these representations, the County has established a comprehensive framework of internal control designed both to protect the government's assets from unauthorized use or disposition, loss or theft, and to compile sufficient reliable information for the preparation of the County's financial statements in conformity with GAAP. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The County's financial statements have been audited by an independent firm of certified public accountants, Warren Averett CPAs and Advisors. The goal of the independent audit was to provide reasonable assurance that the financial statements of the County for the fiscal year ended September 30, 2019, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent audit firm of Warren Averett CPAs and Advisors has issued an unmodified ("clean") opinion on the Escambia County, Florida financial statements for the year ended September 30, 2019. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the County was also designed to meet the requirements of the Office of Management and Budget (OMB) Single Audit Act; and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. part 200 (Uniform Guidance). The standards governing single audit engagements require the independent auditor to report on the government's internal controls and compliance with legal requirements with special emphasis on the administration of federal awards and state financial assistance. These reports are in the compliance section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of the Management's Discussion and Analysis (MD&A). The MD&A complements this Letter of Transmittal and the two should be read in conjunction with each other. Escambia County's MD&A can be found immediately following the Independent Auditors' Report.

Profile of the County of Escambia, Florida

Escambia County, located in the northwestern part of the state, was established July 21, 1821 as a non-charter government when the Provisional Governor Andrew Jackson signed an ordinance making the County one of the first two counties in Florida, the other being St. Johns County. Escambia County encompasses approximately 661 square miles with 64,000 acres of water area and serves a population of approximately 315,543. There are two municipalities within the County, the City of Pensacola, the County seat, and the Town of Century which is located 38 miles from the County seat.

Escambia County is a political subdivision of the State of Florida. As such, it is governed by and derives its operating authority from the constitution and laws of the State of Florida. The County operates under a commission/administrator form of government, with a governing board consisting of five elected County Commissioners who are elected by district to staggered four-year terms. The Chairman presides over the Board and the chair is rotated annually in sequential order by district. In addition to the Board of County Commissioners, there are five elected constitutional officers performing specifically designated governmental functions: The Clerk of the Circuit Court and Comptroller (Clerk), Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.

The Clerk serves the function of "Clerk to the Board" for County Commissioners. The Clerk also performs the duties of auditor, accountant, recorder and custodian of County funds. Such duties are set forth in the Florida Constitution.

The financial reporting entity (the County) includes all the funds of the primary government (Escambia County Board of County Commissioners) as well as its component unit. Component unit are legally separate entities for which the primary government is financially accountable. The County provides a full range of services including fire protection, emergency medical services, county jail and detention facilities, planning and zoning, solid waste disposal, construction and maintenance of highways, streets, and other infrastructure, mass transportation services, conservation and resource management, cultural and recreational programs, library, tourism and economic development.

Although legally separate entities, the general funds of the Clerk, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector are included as a General Fund component of the County.

The Santa Rosa Island Authority (SRIA) is reported separately as discrete component unit within Escambia County's financial statements. SRIA operations include management services and leasing activities for County owned property on Santa Rosa Island. For additional information on Escambia County's Component Unit, please refer to the Notes Section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the County operates.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 25,600 in the leisure and hospitality industry with accommodations and food services representing 13% of the area workforce. The largest major industry sector is health care and social assistance with 18.0% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 23,400 employed in health care and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station, Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks, as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This will allow the County to reach a wider audience for promoting economic development and attracting new businesses to the area. The goal of the technology campus is to serve as a location for innovation-based businesses.

The Heritage Oaks Commerce Park, home to Navy Federal Credit Union, continues to stimulate growth in the local economy by increasing job creation and expanding operations in the area. Navy Federal Credit Union continues to add jobs bringing its regional employment to 7,614 employees. Continued expansion at the Pensacola campus will include facilities and parking for additional employees. The total number of jobs is expected to increase to 10,000 by the year 2026.

Escambia County's unemployment rate has remained unchanged at 3.0% from the previous year. This 3.0% rate follows seven years of declining unemployment rates.

Long-term Financial Planning and Major Initiatives

Unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) in the general fund at year end exceeded 2 months of operating expenditures and transfers out. This amount is favorable based on the policy guidelines set by the County for budgetary and planning purposes.

The adopted budget is developed around the framework set by the County's strategic planning initiative. The primary themes of the strategic initiative are to improve customer service, restore public trust and confidence, economic development, maintenance of infrastructure, and fiscal responsibility.

Process improvement is key to improving customer service. We continue to promote and adopt and review process improvements to determine ways to improve them. The County's website www.myescambia.com contains many updates for greater utility, transparency and accessibility by citizens. The "Ask My Escambia" citizen's information portal will be replaced during the next fiscal year with "My Government Online". This will allow questions on a variety of subjects with quick responses. The County continues this positive trend into the future.

The County's commitment to customer service and quality is promoted by the continuation of equipping County vehicles with tracking systems, and continuation of the fraud abuse hotline initiatives which will provide continuous tracking and reporting, allowing employees and citizens to have more involvement in their government.

A long term goal of the County is to foster economic growth and development. The County uses Tax Increment Financing (TIF) Districts to fund a variety of Community Redevelopment Areas (CRA) in the County. For the upcoming fiscal year, the TIF rate

was maintained at 75% while budgeted districts increased from 20 to 22. These funds are used to pay for infrastructure improvements, neighborhood programs, and safety initiatives, and street lighting in these districts.

With tourism as a major part of the economy, newer and more up-to-date hotel/motel facilities have led to increasing revenue streams over $12 million annually in bed tax collections. Additional funding is expected from grant revenues associated with the Restore Act, Natural Resource Damage Assessment (NRDA), and the National Fish and Wildlife Federation (NFWF), to provide future revenue sources for environmental, economic, and tourism related activities. There is potential for $162 million in direct and indirect future revenue for Escambia County as projects are submitted and approved.

The RESTORE Act established the Gulf Coast Restoration Trust Fund in the U.S. Department of Treasury to account for civil penalties paid under the Federal Water Pollution Control Act in connection with the Deepwater Horizon oil spill. Grants will be used for programs, projects, and activities which restore and protect the environment and the economy of the Gulf Coast region. Escambia County's RESTORE Act Direct Component calculated proportion, which is cumulative through 2031, is estimated at $70.6 million. The Board of County Commissioners are expected to approve the first amendment to the multi-year implementation plan in the first quarter of 2020. This plan includes eight new projects and three project revisions. The Florida Department of Transportation is also expected to finalize the design of the Perdido Key multi-use path.

The County land swap with the United States Navy was approved for design of an additional commerce park to grow the local economy. The property is geographically close to Navy Federal Credit Union and is a prime location for economic growth with close access to Interstate 10. This new development is currently in the master planning stages and expected to be approved in the fiscal year 2020.

Between 2008 and 2020, the County will have invested more than $474 million in infrastructure with the current and fourth allocation of the One Cent Local Option Sales Tax (LOST). At its conclusion, the County is expected to invest $951 million in infrastructure. The citizens of Escambia voted to extend the one-cent local option sales tax for infrastructure. This is the fourth time the citizens have approved levying this tax; a 10 year extension was approved by public referendum; extending the tax to December 2028. The proceeds from this tax will make large investments in construction of new libraries, road construction, dirt road paving, drainage improvements and vehicle replacement for EMS, Fire and the Sheriffs' office.

Approximately $50.4 million of future LOST proceeds will be used towards the construction of the new Escambia County Jail Facility, with an expected completion date of summer 2020. The new Beulah library facility is also expected to come online during the next fiscal year.

The fiscal year 2020 adopted budget increased by $16 million over the prior year to $493.4 million. While the total direct millage rate for property tax remained unchanged

at 7.661 mills, property values increased an average of 8.0% over the prior year for both the County-wide and unincorporated areas of Escambia County.

The long term goal is to promote fiscal responsibility and cost effectiveness by identifying service level changes needed within the County. Efforts are on-going with regard to maintaining a cohesive service driven organizational structure, and to mobilize and peruse strategies capitalizing on the use of all available revenue sources, particularly in identifying an implementing alternative funding sources.

Relevant Financial Policies

The County has established a fund balance policy in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*. The adopted policy outlines the County's goal to maintain an unrestricted general fund balance of at least 2 months of regular operating expenditures and transfers out to mitigate risks of either natural or man-made disasters and to provide for revenue shortfalls.

The County is in the fourth year of implementation for GASB Statement No 68 "*Accounting and Financial Reporting for Pensions"* and GASB Statement No 71 "*Pension Transition for Contributions Made Subsequent to the Measurement Date"* to recognize its unfunded portion of the statewide plan as a liability. The County provides pension benefits for all employees through a statewide plan managed by the Florida Department of Management Services, Division of Retirement. The statewide plan is a contributory plan. While a liability has been recorded in accordance with GASB requirements, the County currently has no obligation in connection with employee pension benefits offered through this plan beyond its monthly payments to the Division of Retirement.

The County has implemented GASB Statement No 75 "*Accounting and Financial Reporting for Postemployment Benefits Other Than Pension"* to recognize its unfunded liability. The County provides postemployment benefits at the same rate as active participants. While a liability has been recorded in accordance with GASB requirements, there is no requirement for a funded plan. All approved benefits are budgeted and paid when due.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Escambia County for its comprehensive annual financial report for the fiscal year ended September 30, 2018. This was the 23rd consecutive year that Escambia County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, Escambia County must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another Certificate.

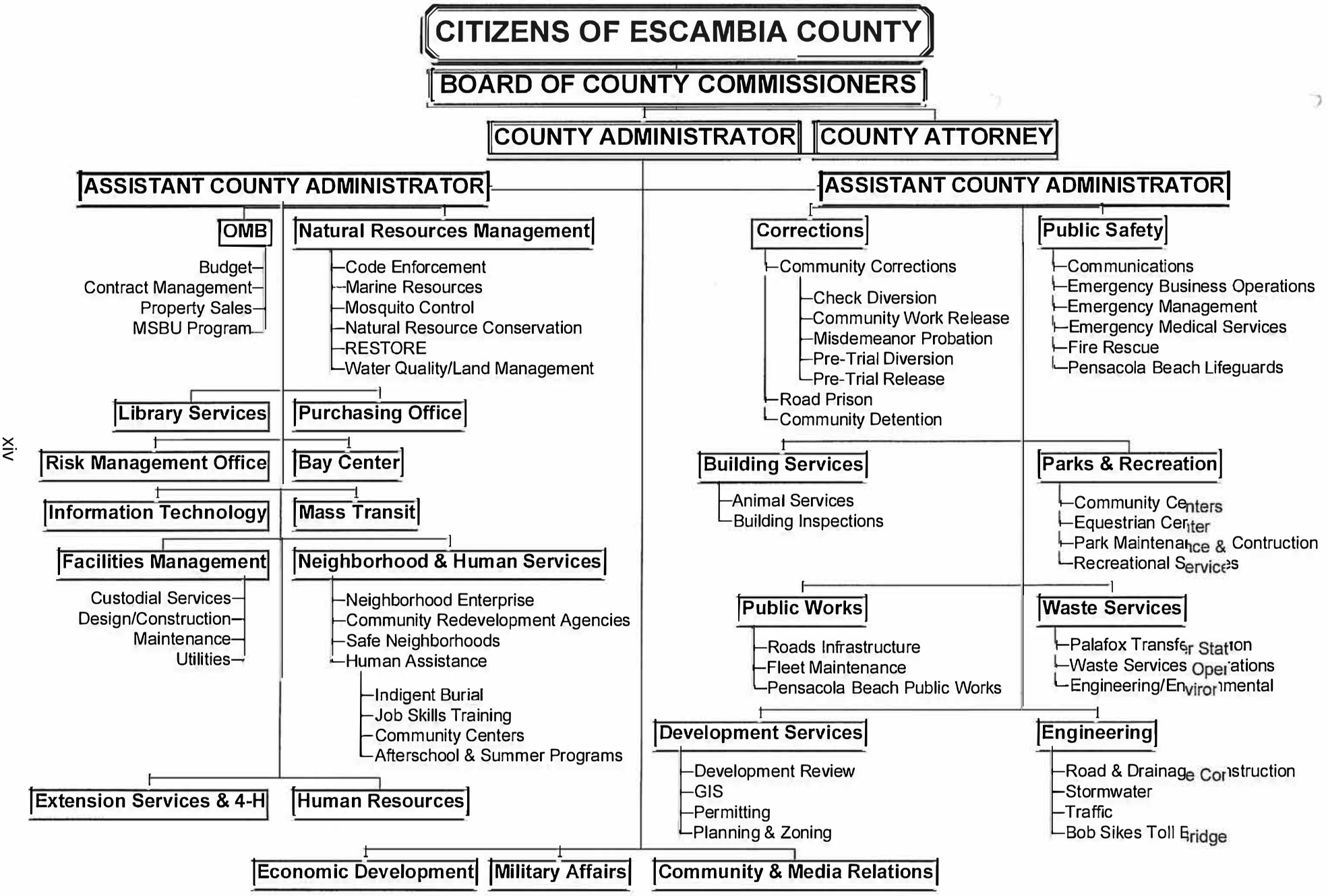
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2018. This is the 23rd consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communication device.

The preparation of this comprehensive annual financial report (CAFR) would not have been possible without the skill, effort, and dedication of the entire financial staff of the Clerk of the Circuit Court and Comptroller. I would like to express my appreciation to the Financial Reporting and Grants Department: Sharon Harrell, Finance Director; Tammy Plant, Beth Parker, Kara Cowen, Harold Coats, Ashley Dodds, and Shannon Erdwins. I also wish to thank all government departments for their assistance in providing the data necessary to prepare this report; and to thank Visit Pensacola for providing the photographs used in this document. Credit is due to the Board of County Commissioners for their unfailing support for maintaining the highest standards of professionalism in the management of Escambia County.

Respectfully submitted,

Pam Childers

Pam Childers
Honorable Pam Childers
Clerk of the Circuit Court & Comptroller


CITIZENS OF ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
ASSISTANT COUNTY ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
OMB
Budget
Contract Management
Property Sales
MSBU Program
Natural Resources Management
Code Enforcement
Marine Resources
Mosquito Control
Natural Resource Conservation
RESTORE
Water Quality/Land Management
Library Services
Purchasing Office
Risk Management Office
Bay Center
Information Technology
Mass Transit
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Neighborhood & Human Services
Neighborhood Enterprise
Community Redevelopment Agencies
Safe Neighborhoods
Human Assistance
Indigent Burial
Job Skills Training
Community Centers
Afterschool & Summer Programs
Extension Services & 4-H
Human Resources
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Check Diversion
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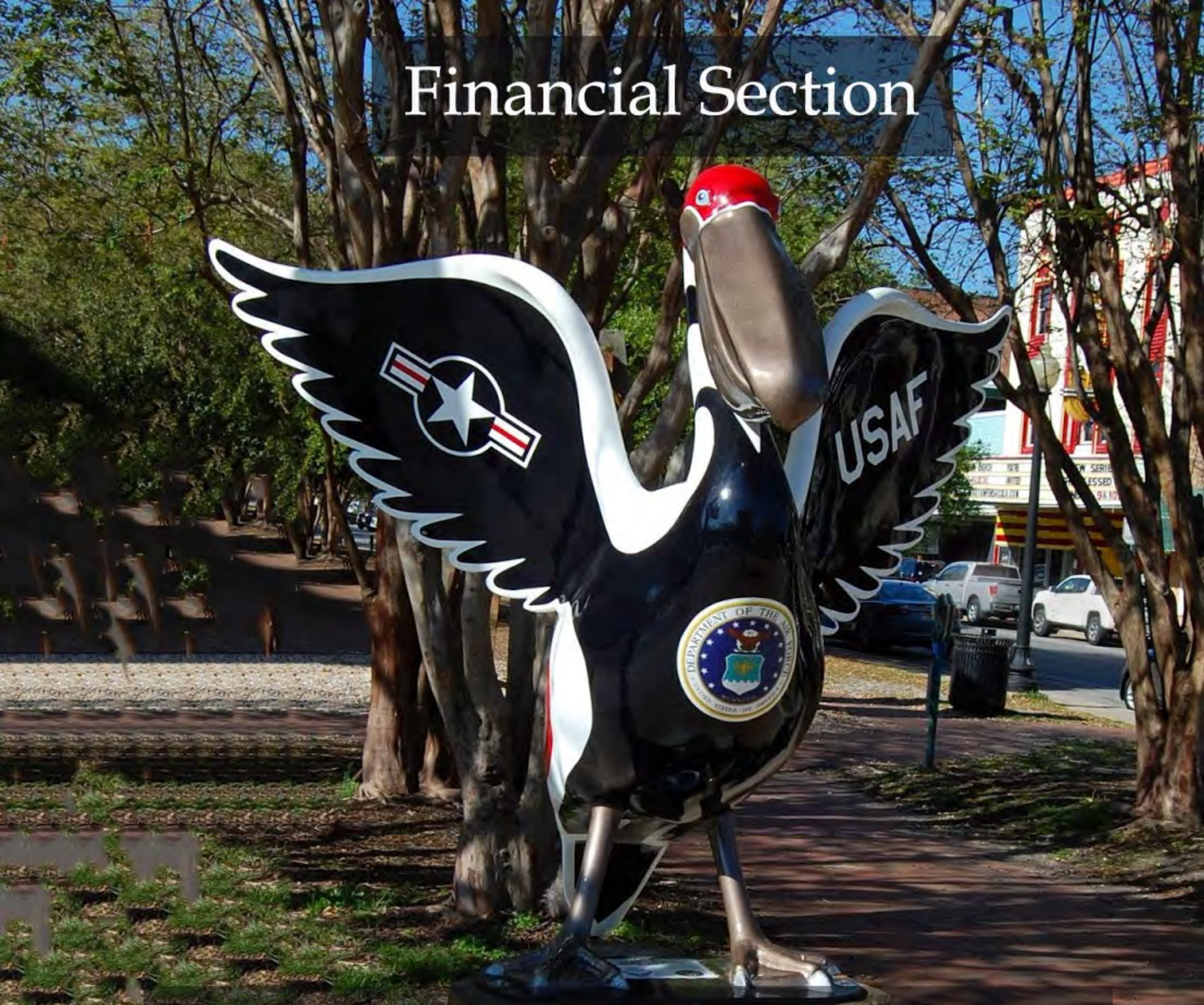
Recreational Services
Public Works
Roads Infrastructure
Fleet Maintenance
Pensacola Beach Public Works
Waste Services
Palafox Transfer Station
Waste Services Operations
Engineering/Environmental
Development Services
Development Review
GIS
Permitting
Planning & Zoning
Engineering
Road & Drainage Construction
Stormwater
Traffic
Bob Sikes Toll Bridge
Economic Development
Military Affairs
Community & Media Relations

Financial Section



Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

REPORT OF INDEPENDENT AUDITORS'

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We did not audit the financial statements of the Santa Rosa Island Authority, a business type activities-discrete component unit, as of and for the year ended September 30, 2019, which statements reflect total assets and deferred outflows of $8,450,638 and total revenues of $6,832,988.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Santa Rosa Island Authority, which are included in the basic financial statements as a discretely presented component unit. Those statements were audited by another auditor whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Santa Rosa Island Authority, is based solely on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditor, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund, mass transit authority fund, disaster recovery fund, and community redevelopment agency fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in the County's total OPEB liability and related ratios, schedule of the County's proportionate share of the net pension liability, and schedule of the County's contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, combining financial statements, individual fund budgetary comparison schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining financial statements and individual fund budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2020 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

This Management's Discussion and Analysis ("MD&A") presents the readers of the financial statements a narrative overview of the financial activities of Escambia County, Florida (the "County") for the fiscal year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that has been furnished in the Letter of Transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the County exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $637,564,123 (net position). Of this amount, ($113,490,001) represents unrestricted deficit net position.

- The County's total net position increased by $27,221,712; governmental activities increased by $27,494,840 and business-type activities decreased by $273,128.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $268,147,001, a decrease of $30,053,806 in comparison with the prior year.

- At the end of the current fiscal year, unassigned fund balance available for spending at the government's discretion for the General Fund was $29,036,549 or 14.7% of total general fund expenditures and transfers out.

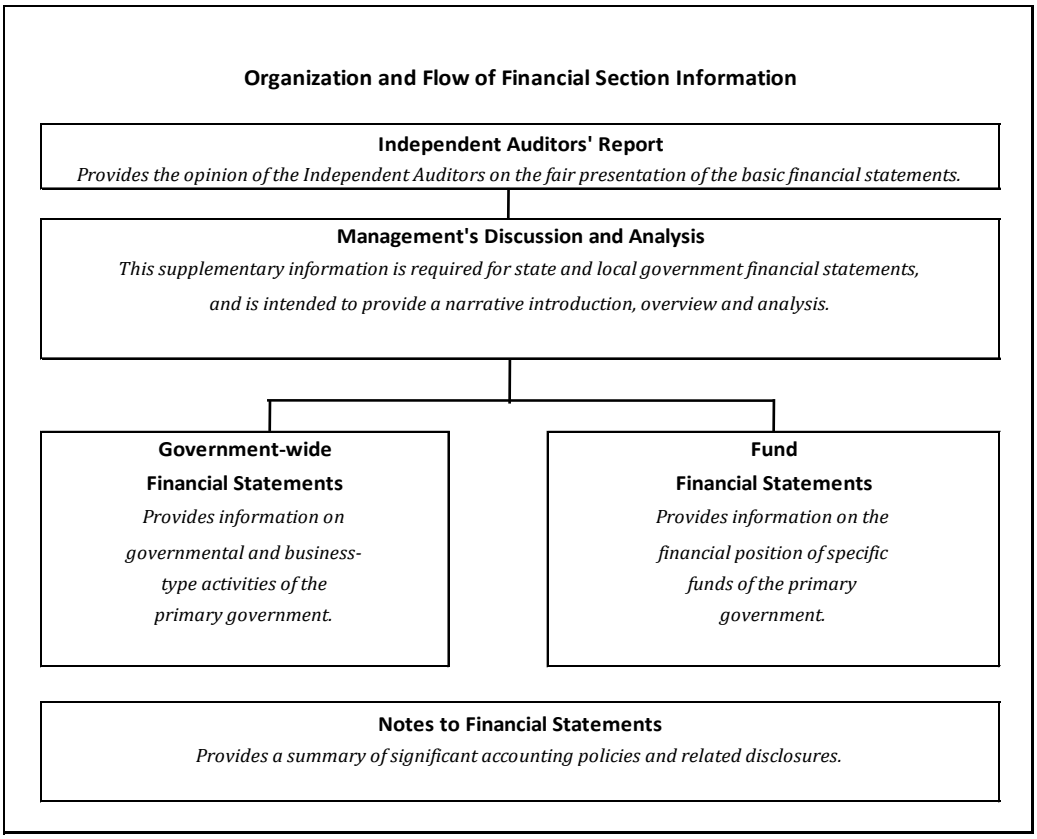
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $47,520,609, or approximately 24% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $30,010,770 or 8.7% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue increases were from state revenue sharing, and grant revenue for the new jail construction and RESTORE projects. Sales tax collected on the one-cent local option sales tax for funding primarily transportation and infrastructure projects of the County increased due to increased consumer spending.

- At the end of the current fiscal year, the net pension liability increased $28,169,705 for governmental funds and $2,574,777 for business-type activities for an ending net pension liability of $230,972,113, an approximate increase of 15.35% from the prior fiscal year end. These liabilities are actuarially determined and provided by the State of Florida Retirement System (FRS).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the County's assets, liabilities and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the County's property tax base or the condition of County facilities and infrastructure, should be considered to assess the overall health of the County.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities)*. The governmental activities of the County include general government, public safety, physical environment, transportation, economic environment, human services, culture/recreation, and court related activities. The business-type activities of the County include solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Pensacola Bay Center (Bay Center).

The government-wide financial statements include not only the County itself (known as the primary government) but also the legally separate entity of the Santa Rosa Island Authority (SRIA) for which the County is financially accountable and has a financial benefit/burden relationship. This entity is known as a "component unit". Financial information for this component unit is reported separately from the financial information presented for the primary government itself. The County's component unit will not be addressed in this MD&A.

Fund financial statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The County maintains dozens of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Mass Transit Authority Fund, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 Capital Project Fund, Mass Transit Authority FTA Capital Project Fund and Local Option Sales Tax (LOST) Capital Projects Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the other supplementary information section of this report.

The County adopts an annual appropriated budget for its general, special revenue, debt service, and capital projects funds. Budgetary comparison statements have been provided for the General Fund and major special revenue funds to demonstrate budgetary compliance. Due to the nature of the Disaster Recovery Fund, the original budget is generally adopted with an appropriation of zero.

The County maintains two different types of *proprietary funds*. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the fiscal activities relating to solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Bay Center. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses the internal service fund to account for fleet and fuel activities, insurance activities and for certain costs related to the Clerk of Circuit Court and Comptroller's compensated absences policy. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Solid Waste and Emergency Medical Service (EMS) funds, which are considered to be major funds of the County. Non-major

funds include the Inspection and Bay Center funds, which are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for each of these non-major enterprise funds are provided in the form of combining statements in the other supplementary information section of this report. Internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds are also provided in the form of combining statements in the other supplementary information section of this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The County only has agency funds.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information

In addition to the basic financial statements and accompanying notes, *required supplementary information* is presented concerning the County's changes in total OPEB liability and related ratios for providing other post employment benefits (OPEB) to its employees; and for the County's proportionate share of the net pension liability and contributions for employee participation in the Florida Retirement System pension plan and health insurance subsidy program.

The *other supplementary information* section contains the combining statements referred to earlier in connection with nonmajor governmental funds, proprietary and internal service funds, and fiduciary funds, along with budgetary comparison schedules for the County's three major capital project funds (LOST, Mass Transit Authority FTA Capital and Series 2017 Capital Project), and for all nonmajor governmental funds.

Government-wide Financial Analysis

Net position over time may serve as a useful indicator of a government's financial position. For the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $637,564,123 at the close of the most recent fiscal year.

At the end of fiscal year 2019, the County is able to report positive balances in restricted categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities. Negative unrestricted net position was reported for governmental activities. The same situation held true for the prior fiscal year.

The County's restricted net position represents resources that are subject to external restrictions on how they may be used. The County's restricted net position is primarily for capital projects and other special revenue purposes. The largest portion of the County's net position reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The remaining balance ($113,490,001) is negative unrestricted net position. Unrestricted net position is primarily negative due to the effect of the recognition of the net pension liability in accordance with GASB 68.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and Other Assets	$ 333,250,667	$ 348,924,475	$ 60,413,527	$ 57,510,427	$ 393,664,194	$ 406,434,902
Capital Assets (Net)	656,528,753	578,504,918	51,368,583	50,807,738	707,897,336	629,312,656
Total Assets	989,779,420	927,429,393	111,782,110	108,318,165	1,101,561,530	1,035,747,558
Total Deferred Outflow of Resources	77,605,957	85,679,589	6,690,915	7,416,837	84,296,872	93,096,426
Current and Other Liabilities	46,722,216	31,661,810	5,292,455	5,254,720	52,014,671	36,916,530
Long-term Liabilities	435,600,025	416,741,652	38,595,545	34,970,119	474,195,570	451,711,771
Total Liabilities	482,322,241	448,403,462	43,888,000	40,224,839	526,210,241	488,628,301
Total Deferred Inflow of Resources	20,516,003	27,653,227	1,568,035	2,220,045	22,084,038	29,873,272
Net Position:						
Net Investment in Capital Assets	535,720,764	482,495,767	51,368,583	50,807,738	587,089,347	533,303,505
Restricted	163,964,777	162,236,853	-	-	163,964,777	162,236,853
Unrestricted	(135,138,408)	(107,680,327)	21,648,407	22,482,380	(113,490,001)	(85,197,947)
Total Net Position	$ 564,547,133	$ 537,052,293	$ 73,016,990	$ 73,290,118	$ 637,564,123	$ 610,342,411

The County's total net position increased $27,221,712 from the prior year. Key reasons for the overall increase are presented in the following pages for governmental and business-type activities.

Escambia County, Florida
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
REVENUES						
Program Revenues:						
Charges for Services	$ 64,549,218	$ 63,382,906	$ 36,403,702	$ 35,761,987	$ 100,952,920	$ 99,144,893
Operating Grants and Contributions	17,244,362	27,144,536	54,120	34,429	17,298,482	27,178,965
Capital Grants and Contributions	37,112,947	16,103,137	251,143	90,060	37,364,090	16,193,197
General Revenues:						
Property Taxes	124,915,785	116,324,876	-	-	124,915,785	116,324,876
Other Taxes	111,640,381	107,103,632	-	-	111,640,381	107,103,632
Other	21,925,669	14,954,448	1,585,740	396,863	23,511,409	15,351,311
Total Revenues	377,388,362	345,013,535	38,294,705	36,283,339	415,683,067	381,296,874
EXPENSES						
General Government	74,073,729	69,238,619	-	-	74,073,729	69,238,619
Public Safety	170,751,941	154,064,788	-	-	170,751,941	154,064,788
Physical Environment	6,047,918	5,831,178	-	-	6,047,918	5,831,178
Transportation	50,356,244	49,238,724	-	-	50,356,244	49,238,724
Economic Environment	14,642,310	15,180,258	-	-	14,642,310	15,180,258
Human Services	4,085,834	3,010,649	-	-	4,085,834	3,010,649
Culture/Recreation	11,407,750	14,177,104	-	-	11,407,750	14,177,104
Court-Related	12,529,809	11,425,911	-	-	12,529,809	11,425,911
Interest on Long-term Debt	6,621,484	6,491,650	-	-	6,621,484	6,491,650
Solid Waste	-	-	11,556,201	10,442,647	11,556,201	10,442,647
Emergency Management Services	-	-	16,207,045	15,098,620	16,207,045	15,098,620
Inspection Fund	-	-	2,618,874	2,593,786	2,618,874	2,593,786
Bay Center	-	-	7,562,216	7,153,591	7,562,216	7,153,591
Total Expenses	350,517,019	328,658,881	37,944,336	35,288,644	388,461,355	363,947,525
Excess (Deficiency) Before Transfers	26,871,343	16,354,654	350,369	994,695	27,221,712	17,349,349
Transfers	623,497	2,677,548	(623,497)	(2,677,548)	-	-
Change in Net Position	27,494,840	19,032,202	(273,128)	(1,682,853)	27,221,712	17,349,349
Beginning Net Position	537,052,293	518,020,091	73,290,118	74,972,971	610,342,411	592,993,062
Ending Net Position	$ 564,547,133	$ 537,052,293	$ 73,016,990	$ 73,290,118	$ 637,564,123	$ 610,342,411

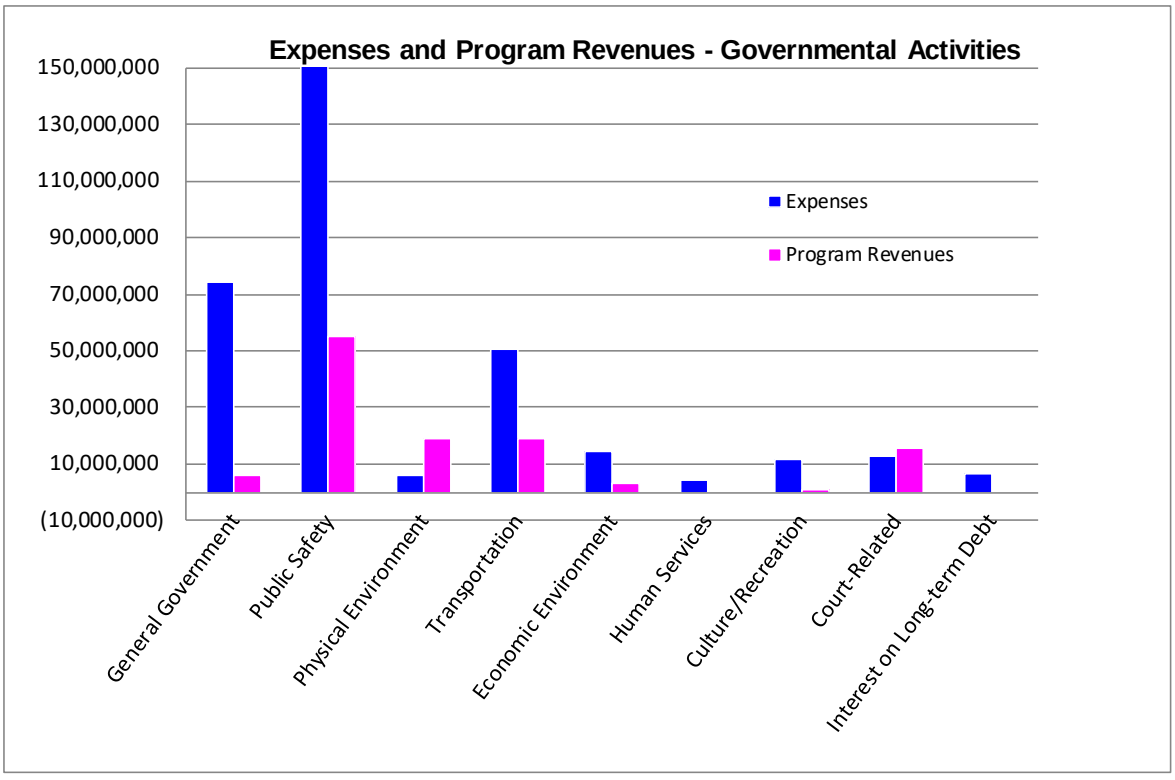
Governmental Activities

Governmental activities increased the County's net position by $27,494,840 from the prior fiscal year for an ending balance of $564,547,133. Although millage rates remained the same, property tax revenue increased due to rising taxable assessed values. Capital grant revenue increased primarily from FEMA revenue for the construction of the new jail facility.

Government expenditures increases were primarily due to increased non-recurring capital outlay for public facilities and the new jail facility. Additional increases were attributable to economic development project costs.

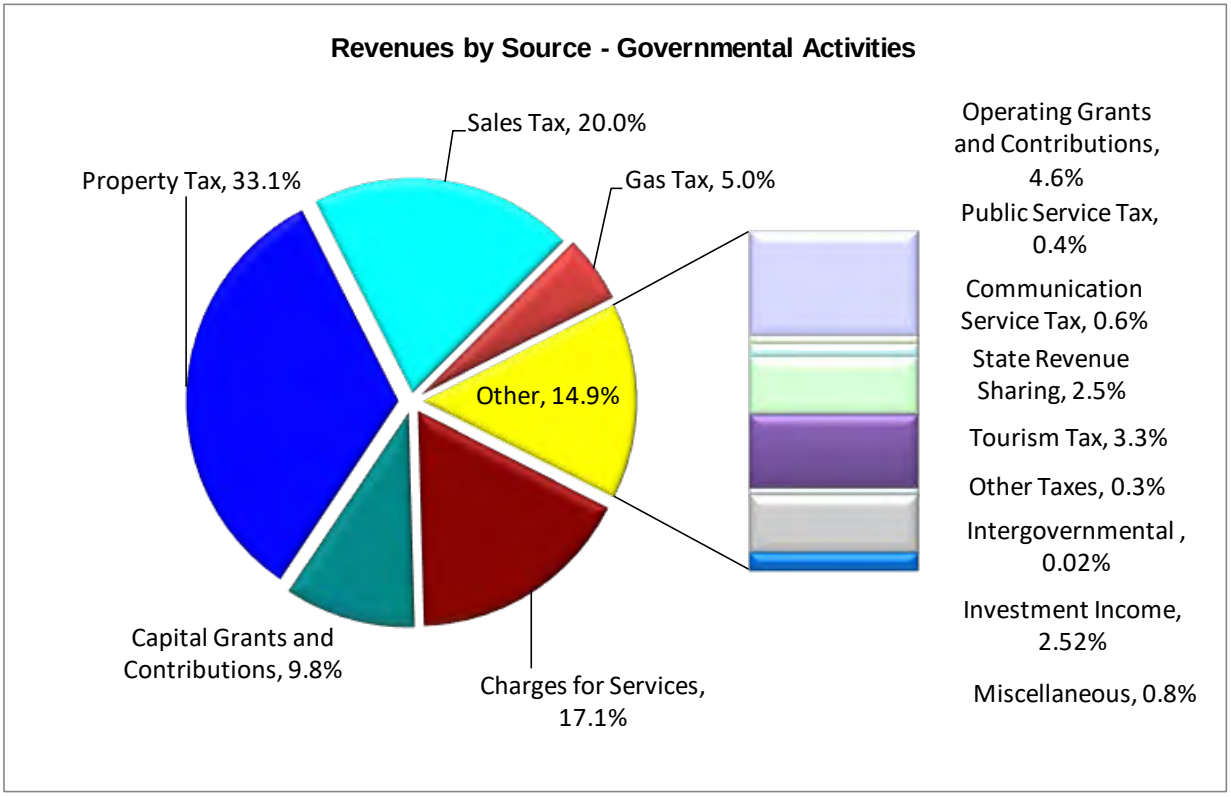
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 74,073,729	21.1%	$ 5,990,782	5.0%	$ (68,082,947)
Public Safety	170,751,941	48.7%	54,856,769	46.1%	(115,895,172)
Physical Environment	6,047,918	1.7%	19,098,048	16.1%	13,050,130
Transportation	50,356,244	14.4%	18,965,432	15.9%	(31,390,812)
Economic Environment	14,642,310	4.2%	3,211,662	2.7%	(11,430,648)
Human Services	4,085,834	1.2%	184,872	0.2%	(3,900,962)
Culture/Recreation	11,407,750	3.3%	819,186	0.7%	(10,588,564)
Court-Related	12,529,809	3.6%	15,779,776	13.3%	3,249,967
Interest on Long-term Debt	6,621,484	1.9%	-	-	(6,621,484)
	$ 350,517,019	100.0%	$ 118,906,527	100.0%	$ (231,610,492)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	64,549,218	17.1%
Operating Grants & Contributions		17,244,362	4.6%
Capital Grants & Contributions		37,112,947	9.8%
Property Tax		124,915,785	33.1%
Sales Tax		75,532,952	20.0%
Public Service Tax		1,439,639	0.4%
Communication Service Tax		2,225,150	0.6%
Gas Tax		19,040,395	5.0%
State Revenue Sharing		9,343,600	2.5%
Tourist Development Tax		12,333,148	3.3%
Other Taxes		1,069,097	0.3%
Intergovernmental Revenues		70,066	0.02%
Investment Income		9,524,568	2.52%
Miscellaneous		2,987,435	0.8%
	$	377,388,362	100.0%



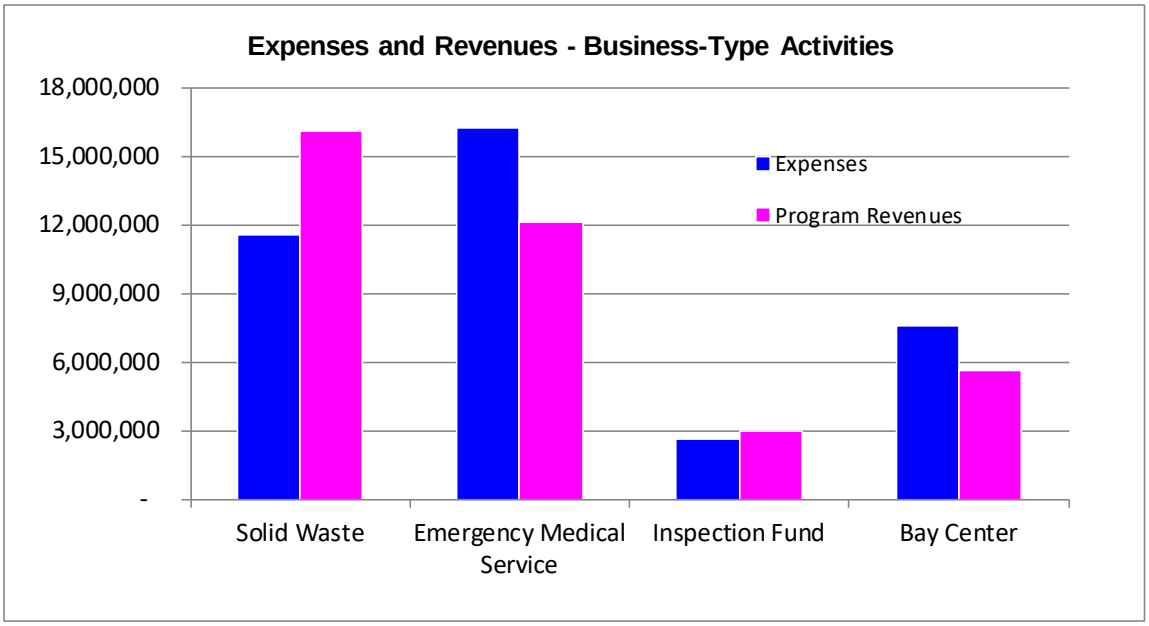
Business-type Activities

Business-type activities decreased the County's net position by $273,128, a slight decline from the prior fiscal year, for an ending balance of $73,016,990. Charges for services contributed 95.1% of the total program revenues for the County's business-type activities. Solid Waste's increase was due to higher charges for service from increased use of transfer facilities. EMS expenses and transfers out exceeded program revenues by $5.9 million; the net position decrease for the EMS Fund was primarily due to reduced revenue from charges for services and an increase in pension expense. The Bay Center expenses exceeded program revenues by $1.93 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.7 million. The Bay Center's revenue and expense increased from the prior fiscal year. This combination was not sufficient to cover operating costs and required maintenance.

Expenses and Program Revenues – Business-type Activities

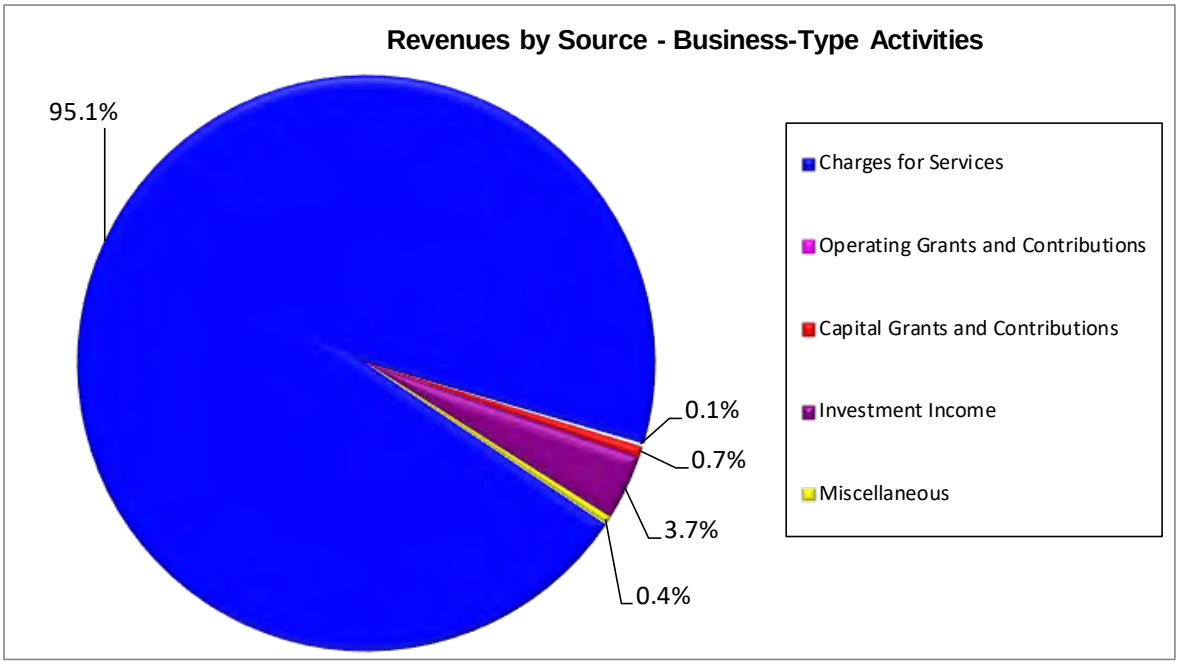
Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 11,556,201	30.5%	$ 16,074,867	43.8%	$ 4,518,666
Emergency Medical Service	16,207,045	42.7%	12,071,089	32.9%	(4,135,956)
Inspection Fund	2,618,874	6.9%	2,976,526	8.1%	357,652
Bay Center	7,562,216	19.9%	5,586,483	15.2%	(1,975,733)
	$ 37,944,336	100.0%	$ 36,708,965	100.0%	$ (1,235,371)

% Revenue over Expenses	
Solid Waste	39.1%
Emergency Medical Service	-25.5%
Inspection Fund	13.7%
Bay Center	-26.1%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 36,403,702	95.1%
Operating Grants and Contributions	54,120	0.1%
Capital Grants and Contributions	251,143	0.7%
Investment Income	1,416,478	3.7%
Miscellaneous	169,262	0.4%
	$ 38,294,705	100.0%



Financial Analysis of the County's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

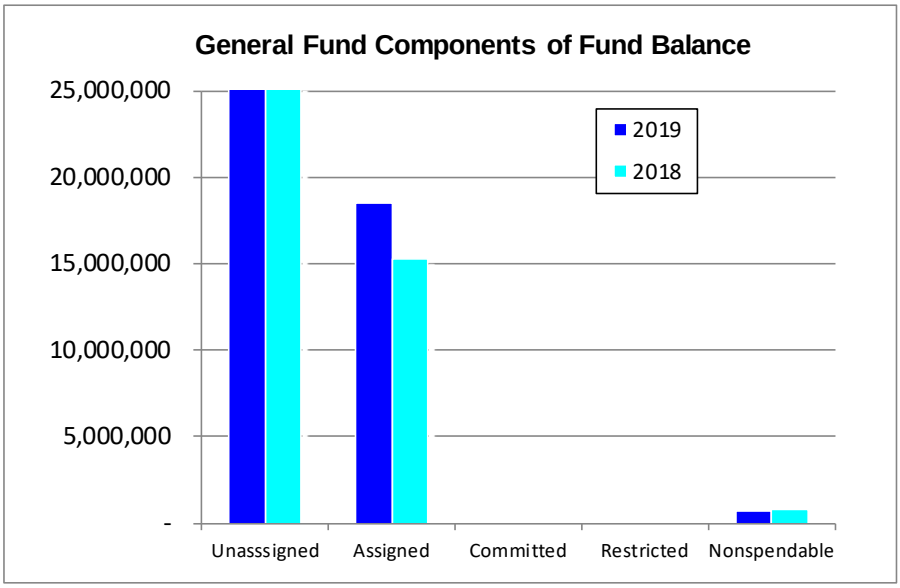
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not been limited to use for a particular purpose by either an external party, the County itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the County's Board of County Commissioners.

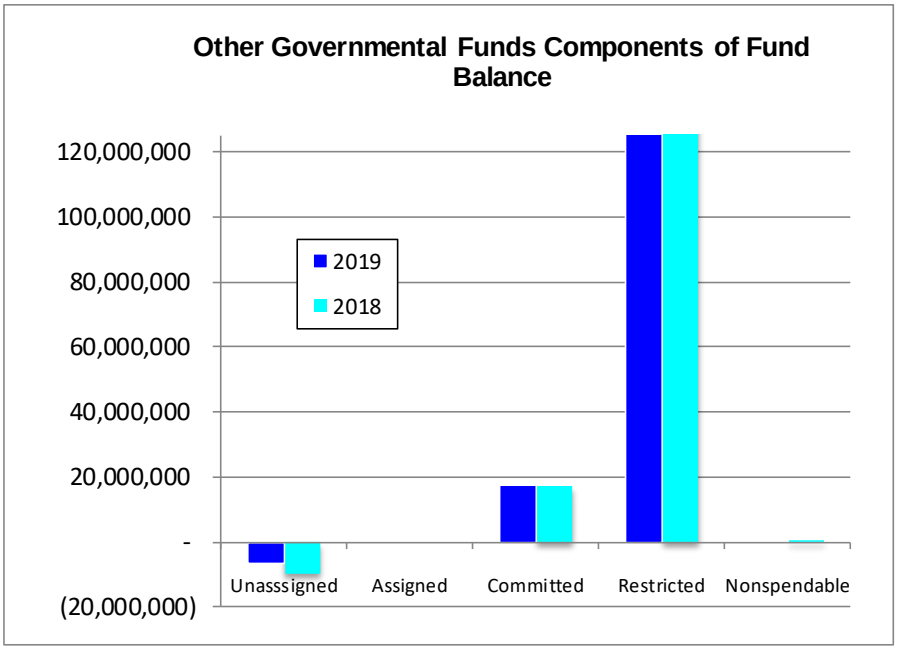
At the end of fiscal year 2019, the County's governmental funds reported combined fund balances of $268,147,001, a decrease of $30,053,806 in comparison with the prior year. Approximately 8% of this

amount, $22,451,156 constitutes *unassigned fund balance*, which is available for spending at the County's discretion. The remainder of the fund balance is either nonspendable, restricted, committed or assigned. *Restricted* fund balances of $208,757,526 represent amounts that can only be spent for specific purposes as stipulated by external resource providers either constitutionally or through enabling legislation such as Florida Statutes, laws and regulations or grantors. *Committed fund balances* of $17,393,262 represent amounts committed by County ordinance, whereas *assigned fund balances* of $18,484,060 consists of funds budgeted in the subsequent year to balance the 2020 budget. *Nonspendable fund balances* are not available for spending because they are not in spendable form, or are legally required to be maintained intact. The ending *nonspendable fund balances* consists of $1,060,997 for inventories.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year unassigned fund balance of the General Fund was $29,036,549 while total fund balance increased to $48,247,851. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 14.7% of the total General Fund expenditures, while total fund balance represents 24.0% of that same amount.

The following graphs represent the components of fund balance in the General Fund, and the components of fund balance in the other governmental funds:



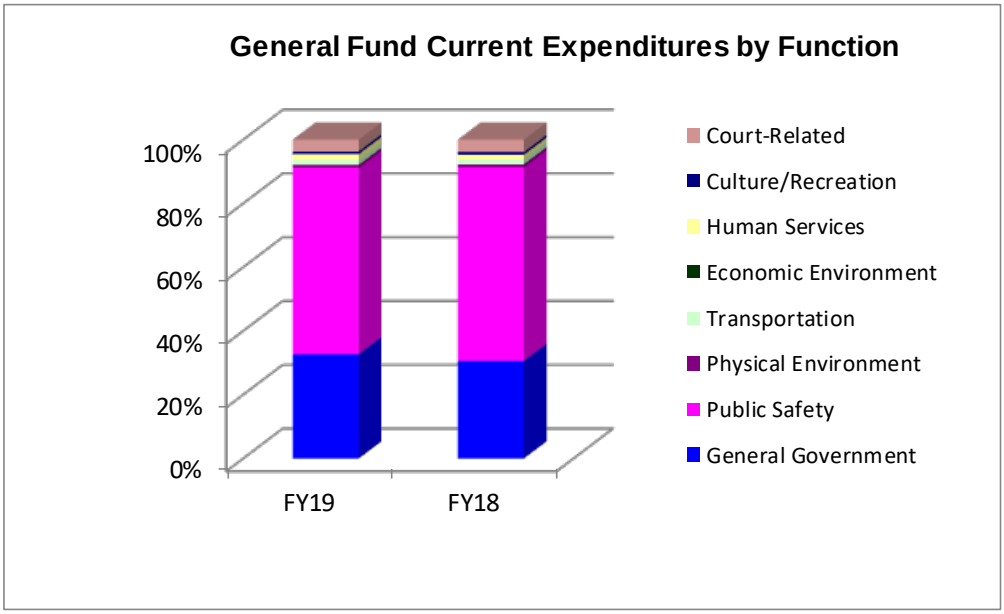


The decrease in fund balance of the County's General Fund was $1,963,307 during the current fiscal year, a change from prior year increase of $3,070,833. Key factors in this are as follows:

- The overall increase in revenues and decrease in transfers in over fiscal year 2018 were primarily attributable to property taxes increases due to a higher certified property values. Interest earnings were higher due to favorable interest rates. Sales tax and tourist development tax also increased due to efforts to stimulate the economy. Local half cent sales tax and state revenue sharing increased intergovernmental revenue. Transfers in decreased primarily due to reduced cost reimbursements for various programs.

- An increase in expenditures and transfers out over fiscal year 2018 for General Government was due primarily from operational costs for utilities, insurance, Medicaid, and state detention cost sharing programs. Public safety increased primarily due to increased cost associated with detention personnel and operating expenditures, and increased transfers for the Sheriff and road prison. Human Services increased community mental health services. Physical environment, transportation, and culture and recreation all increased slightly due to increased operational and personnel costs.

The following graph displays the General Fund's current expenditures by function for FY19 and FY18 (it does not include debt service or other financing uses).



The Disaster Recovery Fund was established to account for the costs and related funding assistance from state and federal sources for hurricane or other major disaster events. The negative fund balance of $6,585,393 represents expenditures for the April 2014 flood event. The County will continue to seek reimbursement from federal or state sources. An advance from the LOST Fund provided the initial resources to pay for these costs and the advance will be paid off as these outstanding reimbursement claims are resolved. Should the County be denied reimbursement for these claims, the County will have to use resources from other funds to pay off the LOST advance and fund deficit. In 2019, the County collected approximately $3.5 million from federal sources and incurred an additional $527 thousand in disaster costs.

The Mass Transit Authority Fund was established to account for the cost of operations of the Escambia County Area Transit Authority. On October 1, 2017 the County took operations in house, on February 15, 2018, Ordinance 2018-8 re-established the Fund as a Dependent Special District of Escambia County. Sources of revenue are operating grants, local option fuel tax, passengers and user fees, contributions from the University of West Florida, Santa Rosa Island Authority. At the end of fiscal year 2019, restricted fund balance was $2,708,699 and this represents 21% of the fund's total expenditures and transfers out. The fund balance increased $703,817, this was primarily due to increased grant revenues and increased user fees, in addition to savings on operating cost.

The Capital Project fund of the Mass Transit Authority is the Mass Transit Authority FTA-Capital Fund which was established to account for the revenue received from FTA and FDOT Grants and the costs associated with various mass transit capital projects. At the end of fiscal year 2019 fund balance was $347,143 this represents 94% of expenditures and transfers out. The fund balance increased $24,532 and was primarily due to transfers in and investment earnings.

The CRA Fund was established to account for the operations of the community redevelopment initiative. There are eight established redevelopment districts which are funded by tax increment financing (TIF) portions of property taxes for each respective district. At the end of fiscal year 2019 restricted fund balance was $3,773,068 and this represents 178% of the fund's total expenditures and transfers out. The fund balance increased $510,106. While the TIF funding remained at 75%, the rate remained constant primarily due to more projects expenditures within the TIF districts in order to expedite cleaner, safer neighborhoods and increase property values.

The restricted components of the fund balance of the CRA are comprised of the following:

	2019	2018
Warrington CRA	$ 1,238,726	$ 1,180,210
Brownsville CRA	354,694	306,755
Englewood CRA	332,267	228,332
Ensley CRA	168,701	24,245
Atwood CRA	61,502	5,087
Oakfield CRA	12,044	-
Palafox CRA	1,223,512	1,058,387
Barrancas CRA	248,241	366,135
Cantonment CRA	127,982	66,821
Neighborhood	5,399	26,990
	$ 3,773,068	$ 3,262,962

The Series 2017 Capital Projects Fund was established to account for the revenues associated with the Sales Tax Revenue Bonds, Series 2017 issued during FY2017; and to account for the expenditures associated with the planning, design and construction of the new Escambia County Jail Facility. Additional revenues funding this project will be Local Option Sales Tax, Insurance proceeds and Grant Revenue. Expenditures exceeded revenues by $30,979,430 for a fund balance of $54,724,387. At the end of fiscal year 2019 restricted fund balance was $54,724,387, a decrease of 36.1% over the prior year. Although grant revenue increased 143% from $11M to $27M, the fund balance decrease was mainly attributable to construction progress for the Escambia County Jail Facility.

The Local Option Sales Tax Fund's primary revenue is a 1% local option sales tax imposed by Escambia County, which was restricted by voter referendum primarily for capital projects and public safety expenditures. At the end of the current fiscal year, restricted fund balance was $115,169,975 or 208% of the fund's total expenditures and transfers out. While local option sales tax revenue includes a 4.5% increase in the sales tax revenue, driven by improvements in the local economy; fund balance decreased by $618,214. This was primarily a result of decreased capital expenditures of $2,347,787 or -5.1% over the prior year for infrastructure, transportation and drainage projects. Even though the revenue source is stable and predictable, the planning, budgeting, and execution of large projects results in variances from year to year in the amount of actual expenditure for projects.

Proprietary funds

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The Solid Waste and the Emergency Medical Service Funds are reported as major enterprise funds. The Inspection and Bay Center Funds are reported as non-major enterprise funds. As previously discussed, the internal service fund is combined with governmental funds to arrive at governmental activities.

Unrestricted net position of proprietary funds at the end of the year amounted to:

	2019	2018
Solid Waste	$ 21,209,468	$ 17,803,387
Emergency Medical Service	(2,796,331)	2,395,334
Inspection	2,640,296	2,139,144
Bay Center	594,974	144,515
	$ 21,648,407	$ 22,482,380

Unrestricted net position for proprietary funds decreased $833,973 which is a 3.7% decrease from the prior fiscal year. The total change in net position for proprietary funds for the Solid Waste, Emergency Medical Services, Inspection and Bay Center funds was $5,272,787, ($5,856,143), $549,745 and ($239,517) respectively. Solid Waste increases are due to franchise fees and dumping fees, which were attributable to increased tonnage from debris, construction and demolition waste. The Emergency Medical Services decrease was attributable to lower revenue from charges for service, reduced transfers out and an increase in pension expense.

General Fund Budgetary Highlights

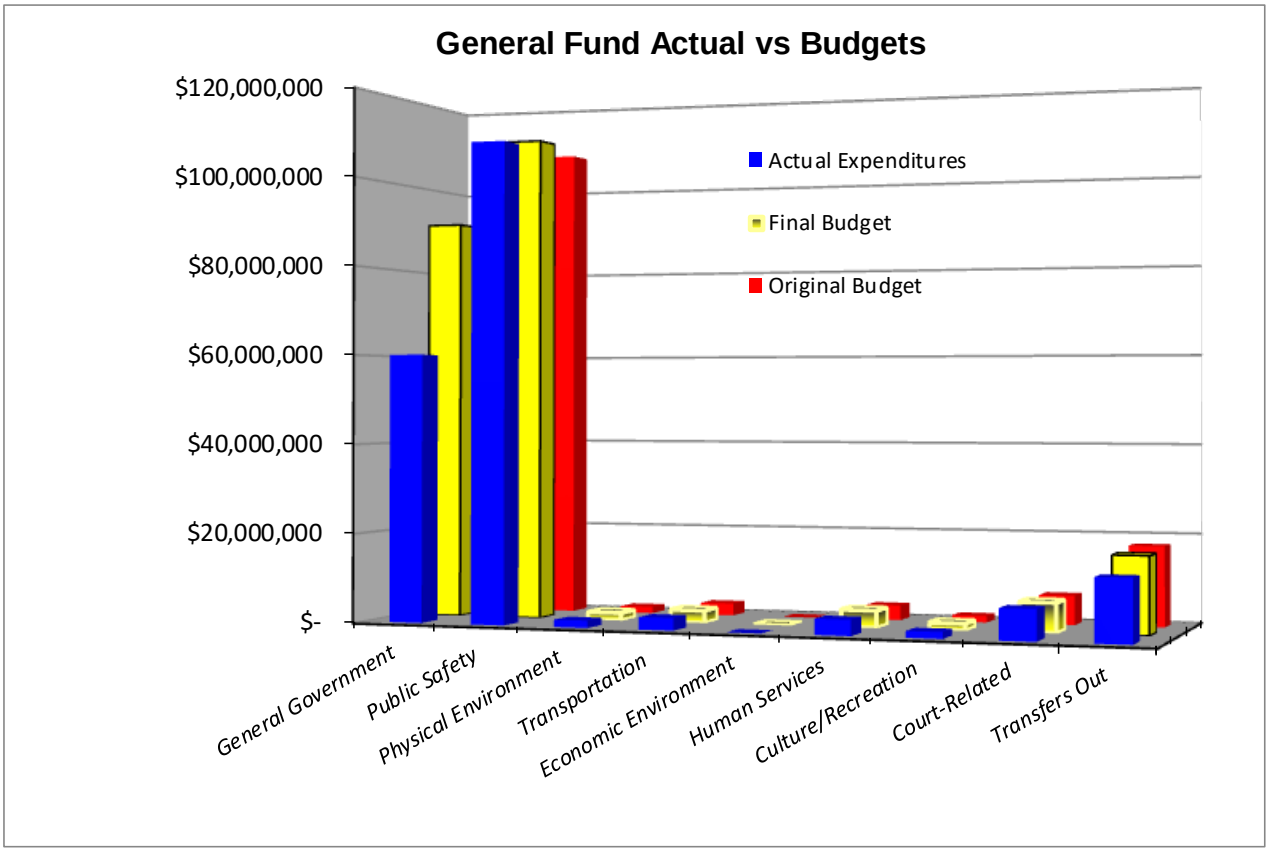
The General Fund's original budget was increased by $5,833,928, to arrive at the final amended budget for expenditures and transfers out. During the year there was a need to make an amendment to reallocate appropriations among departments when the prior year fund balances were finalized and purchase commitments were approved for re-budgeting. Generally the movement between departments was not significant. The largest change was to general government, contingency reserves and transfers out for road prison. The changes within functions are summarized in the following table.

	Original Budget	Final Budget	Change
General Government	$ 86,261,023	$ 90,485,579	$ 4,224,556
Public Safety	107,685,413	109,387,269	1,701,856
Physical Environment	1,455,438	1,669,244	213,806
Transportation	2,717,439	2,728,646	11,207
Economic Environment	-	-	-
Human Services	3,289,133	3,777,385	488,252
Culture/Recreation	1,454,373	1,508,740	54,367
Court-Related	6,522,959	6,522,959	-
Transfers Out	17,845,028	16,984,912	(860,116)
	$ 227,230,806	$ 233,064,734	$ 5,833,928

The General Fund under spent the final budget by $35,603,285 or 15.28% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 60,098,452	$ 90,485,579	$ 30,387,127	33.6%
Public Safety	107,504,624	109,387,269	1,882,645	1.7%
Physical Environment	1,622,767	1,669,244	46,477	2.8%
Transportation	2,746,727	2,728,646	(18,081)	-0.7%
Economic Environment	-	-	-	
Human Services	3,499,267	3,777,385	278,118	7.4%
Culture/Recreation	1,464,725	1,508,740	44,015	2.9%
Court-Related	6,819,974	6,522,959	(297,015)	-4.6%
Transfers Out	13,704,913	16,984,912	3,279,999	19.3%
	$ 197,461,449	$ 233,064,734	$ 35,603,285	15.3%

General Fund actual expenditures were less than anticipated expenditures by $35,603,285. Of this amount $18.48 million for purchase commitments was re-budgeted and assigned to the subsequent year budget. A review of actual expenditures compared to appropriations in the final budget yields no significant variances with the exception of an overall reduction of $1.3 million in salary and $3.1 million in operating. The majority of transfers out are offset by the elimination of budgeted General Fund transfers in, so they are not an actual budgeted expenditure. Transfers out increases were attributable to debt service and public safety programs. Cost and fuel allocation in the amount of $2.3 million in general government are budgeted, but eliminated expenditures. The remainder of unspent budget is primarily due to unspent budgeted contingency and reserves.



Capital Asset and Debt Administration

Capital assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2019 amounts to $707,897,336 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, improvements other than buildings (including leasehold improvements), equipment, software, infrastructure, and construction in progress. The total increase in the County's investment in capital assets for the current fiscal year was 12.5%.

Major capital asset events during the current fiscal year included the following:

- Building projects include the continued construction of the new Jail Facility, the renovations of Supervisor of Elections Building, the purchase of the Bellview Library, renovations to the Sheriffs building and the construction of restrooms at the Beulah Regional Park.

- Ongoing transportation infrastructure projects include Olive Road East corridor, Beach Haven NE Drainage, the replacement of the South Old Corry Field Road Bridge and OLF-X property improvements.

- Net construction in progress (CIP) increased to $96,637,515 primarily due to the construction of the new Jail and the improvements to infrastructure consisting of more than 100 projects for roads, drainage and bridge replacement including renovations.

- The net increase of $3.3 million in land includes Hazard Mitigation Grant Project-Bristol Park Creek, Navy Boulevard Project, OFL-X Land improvements, and the Beulah Library Land.

- Equipment purchases include the purchase of road construction equipment, security equipment, county vehicles, trucks, computers and communication radios.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	$ 67,819,602	$ 64,511,375	$ 5,793,269	$ 5,793,269	$ 73,612,871	$ 70,304,644
Construction in Progress	96,637,515	34,264,008	4,971,717	4,968,712	101,609,232	39,232,720
Equipment	148,698,394	144,485,045	30,158,196	27,562,219	178,856,590	172,047,264
Buildings and Improvements	238,441,284	235,774,341	37,377,780	37,341,150	275,819,064	273,115,491
Software	8,691,483	8,780,878	176,255	176,255	8,867,738	8,957,133
Infrastructure	906,030,292	867,220,907	51,738,702	49,657,042	957,768,994	916,877,949
	1,466,318,570	1,355,036,554	130,215,919	125,498,647	1,596,534,489	1,480,535,201
Less: Accumulated Depreciation	(809,789,817)	(776,531,636)	(78,847,336)	(74,690,909)	(888,637,153)	(851,222,545)
Capital Assets, net	$ 656,528,753	$ 578,504,918	$ 51,368,583	$ 50,807,738	$ 707,897,336	$ 629,312,656

Additional information on the County's capital assets, including major construction commitments, can be found in Note 3 of this report.

Long-term debt

At the end of the current fiscal year, the County had total notes and bonded debt outstanding of $153,255,000. Of this amount, $41,355,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $111,900,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax). The unamortized bond issue premium for the Series 2017 Sales Tax Revenue Bond and Series 2018 Capital Improvement Refunding Revenue Bond is $14,854,399.

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2019	2018
Revenue Bonds	$ 115,890,000	$ 115,545,000
Revenue Notes	37,365,000	50,484,000
	$ 153,255,000	$ 166,029,000
Unamortized Bond Issue Premium	14,854,399	10,228,121
	$ 168,109,399	$ 176,257,121

The County's outstanding debt; including the unamortized bond issue premium; had a net decrease of $8,147,722 or 4.62% during fiscal year 2019. Decreases were attributable to normal debt service principal reductions for revenue notes and revenue bonds.

Additional information on the County's debt, including any major changes to the County's credit ratings, can be found in Note 6 of this report.

There is no outstanding debt for Business-type activities.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect Escambia County and were considered in developing the 2019-2020 fiscal year budget.

- The annual average unemployment rate for the County for 2019 was 3.0%. The average adjusted rate for 2018 was 3.0%. There was no change from the prior year unemployment rate.
- The taxable assessed value increased 5.6% in the 2019 fiscal year.
- Population was updated to 315,534 at September 30, 2019, which is the revised 2018 population. This was a 0.1% increase from 2 years prior year. Current year population was not available at the time of the CAFR release.

During the current fiscal year, unassigned fund balance in the General Fund decreased to $29,036,549. The County has budgeted $229,173,057 for spending in the 2020 fiscal year budget, and assigned $18,484,060 of the ending 2019 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2020 fiscal year budget.

In an effort to help stimulate job creation and the economy, the County continues to work with the Greater Pensacola Chamber of Commerce and the City of Pensacola to recruit new industry to the area and stimulate job growth.

Requests for information

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the Escambia County Clerk of the Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502; 850-595-4825. This report is also available at the following web address: https://www.escambiaclerk.com.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
September 30, 2019

	Governmental Activities	Business-type Activities	Total	Component Unit
ASSETS				
Cash and Cash Equivalents	$ 171,624,798	$ 31,100,461	$ 202,725,259	$ 6,556,288
Investments	115,551,507	21,458,374	137,009,881	537,788
Accounts Receivable, Net	4,502,875	7,009,198	11,512,073	328,588
Accrued Interest Receivable	1,139,425	-	1,139,425	-
Due from Other Governments	20,105,660	-	20,105,660	144,591
Inventories	1,565,316	845,494	2,410,810	-
Assets Held for Investment	655,545	-	655,545	-
Other Assets	18,105,541	-	18,105,541	34,450
Capital Assets Not Being Depreciated	164,457,117	10,764,986	175,222,103	-
Capital Assets Net of Accumulated Depreciation	492,071,636	40,603,597	532,675,233	565,515
Total Assets	989,779,420	111,782,110	1,101,561,530	8,167,220
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	1,872,240	-	1,872,240	-
Pension Costs and Subsequent Contributions	74,656,751	6,626,863	81,283,614	278,792
OPEB Costs and Subsequent Contributions	1,076,966	64,052	1,141,018	4,626
Total deferred outflow of resources	77,605,957	6,690,915	84,296,872	283,418
LIABILITIES				
Accounts Payable	24,378,149	1,824,259	26,202,408	138,321
Contracts Payable	7,230,711	348,048	7,578,759	-
Accrued Liabilities	10,086,395	681,888	10,768,283	74,698
Compensated Absences Payable	-	120,502	120,502	-
Due to Other Governments	3,735,951	53,852	3,789,803	1,252,063
Deposits	350,475	32,780	383,255	-
Unearned Revenue	484,818	-	484,818	146,448
Other Current Liabilities	455,717	2,076,332	2,532,049	-
Escrow Deposits - restricted	-	154,794	154,794	-
Noncurrent Liabilities:				
Due Within One Year	12,302,306	77,116	12,379,422	-
Due in More Than One Year	423,297,719	38,518,429	461,816,148	2,336,176
Total Liabilities	482,322,241	43,888,000	526,210,241	3,947,706
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	988,729	-	988,729	638,465
Pension Costs	18,543,421	1,503,260	20,046,681	401,547
OPEB Costs	983,853	64,775	1,048,628	4,678
Total deferred inflow of resources	20,516,003	1,568,035	22,084,038	1,044,690
NET POSITION				
Net Investment in Capital Assets	535,720,764	51,368,583	587,089,347	565,515
Restricted for:				
Debt Service	270,355	-	270,355	-
Capital	124,812,335	-	124,812,335	1,234,106
Law Enforcement	5,922,070	-	5,922,070	-
Fire and Rescue	2,115,758	-	2,115,758	-
Economic & Community	9,855,977	-	9,855,977	-
Transportation	4,295,656	-	4,295,656	-
Other Purposes	16,692,626	-	16,692,626	-
Unrestricted	(135,138,408)	21,648,407	(113,490,001)	1,658,621
Total Net Position	$ 564,547,133	$ 73,016,990	$ 637,564,123	$ 3,458,242

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2019

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 74,073,729	$ 5,821,029	$ 109,753	$ 60,000
Public Safety	170,751,941	21,951,972	5,219,142	27,685,655
Physical Environment	6,047,918	17,005,828	366,274	1,725,946
Transportation	50,356,244	6,952,023	6,629,061	5,384,348
Economic Environment	14,642,310	642,639	2,316,314	252,709
Human Services	4,085,834	-	184,872	-
Culture/Recreation	11,407,750	457,181	362,005	-
Court-Related	12,529,809	11,718,546	2,056,941	2,004,289
Interest on Long-Term Debt	6,621,484	-	-	-
Total Governmental Activities	350,517,019	64,549,218	17,244,362	37,112,947
Business-type Activities:				
Solid Waste	11,556,201	16,074,867	-	-
Emergency Medical Services	16,207,045	11,863,120	54,120	153,849
Inspection Fund	2,618,874	2,976,526	-	-
Bay Center	7,562,216	5,489,189	-	97,294
Total Business-type Activities	37,944,336	36,403,702	54,120	251,143
Total Primary Government	$ 388,461,355	$ 100,952,920	$ 17,298,482	$ 37,364,090
Component Unit:				
Santa Rosa Island Authority	5,327,277	4,870,396	-	1,874,128
Total Component Unit	$ 5,327,277	$ 4,870,396	$ -	$ 1,874,128

General Revenues:
Property Tax
Sales Tax
Public Service Tax
Communication Service Tax
Gas Tax
Unrestricted State Revenue Sharing
Tourist Development Tax
Other Taxes
Unrestricted Intergovernmental Revenues
Investment Income
Miscellaneous
Transfers In (Out)
Total General Revenues and Transfers
Change in Net Position
Beginning Net Position
Ending Net Position

The notes to the financial statements are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Total	Component Unit
$ (68,082,947)	$ -	$ (68,082,947)	
(115,895,172)	-	(115,895,172)	
13,050,130	-	13,050,130	
(31,390,812)	-	(31,390,812)	
(11,430,648)	-	(11,430,648)	
(3,900,962)	-	(3,900,962)	
(10,588,564)	-	(10,588,564)	
3,249,967	-	3,249,967	
(6,621,484)	-	(6,621,484)	
(231,610,492)	-	(231,610,492)	
-	4,518,666	4,518,666	
-	(4,135,956)	(4,135,956)	
-	357,652	357,652	
-	(1,975,733)	(1,975,733)	
-	(1,235,371)	(1,235,371)	
(231,610,492)	(1,235,371)	(232,845,863)	
			1,417,247
			1,417,247
124,915,785	-	124,915,785	-
75,532,952	-	75,532,952	-
1,439,639	-	1,439,639	-
2,225,150	-	2,225,150	-
19,040,395	-	19,040,395	-
9,343,600	-	9,343,600	-
12,333,148	-	12,333,148	-
1,069,097	-	1,069,097	-
70,066	-	70,066	-
9,524,568	1,416,478	10,941,046	11,644
2,987,435	169,262	3,156,697	76,820
623,497	(623,497)	-	-
259,105,332	962,243	260,067,575	88,464
27,494,840	(273,128)	27,221,712	1,505,711
537,052,293	73,290,118	610,342,411	1,952,531
$ 564,547,133	$ 73,016,990	$ 637,564,123	$ 3,458,242

ESCAMBIA COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2019

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
ASSETS				
Cash and Cash Equivalents	$ 35,350,997	$ 835,346	$ 40,423	$ 2,280,172
Investments	19,475,909	618,654	29,984	1,691,317
Accounts Receivable	1,407,894	236,669	-	-
Accrued Interest Receivable	1,139,425	-	-	-
Due from Other Funds	143,795	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	3,860,058	1,574,242		-
Inventories	727,242	181,990	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,067,799	-	-	-
Total Assets	$ 65,173,119	$ 3,446,901	$ 70,407	$ 3,971,489
LIABILITIES				
Accounts Payable	$ 2,754,963	$ 382,236	$ 11,010	$ 166,902
Contracts Payable	27,240	-	-	9,356
Accrued Liabilities	7,549,192	354,324	-	22,163
Due to Other Funds	326,417	-	-	-
Advances Payable to Other Funds	-	-	6,644,790	-
Due to Other Governments	2,415,562	1,642	-	-
Deposits	181,008	-	-	-
Unearned Revenue	160,105	-	-	-
Other Current Liabilities	455,717	-	-	-
Total Liabilities	13,870,204	738,202	6,655,800	198,421
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,055,064	-	-	-
Total Deferred Inflow of Resources	3,055,064	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	727,242	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	-	3,773,068
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	2,708,699	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	18,484,060	-	-	-
Unassigned	29,036,549	-	(6,585,393)	-
Total Fund Balances	48,247,851	2,708,699	(6,585,393)	3,773,068
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 65,173,119	$ 3,446,901	$ 70,407	$ 3,971,489

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 38,986,687	$ 197,238	$ 50,787,433	$ 32,467,725	$ 160,946,021
28,918,356	146,301	37,671,553	19,673,454	108,225,528
-	-	680,285	803,065	3,127,913
-	-	-	-	1,139,425
-	-	-	234,669	378,464
-	-	9,121,289	-	9,121,289
-	17,210	8,858,585	5,671,992	19,982,087
-	-	-	333,755	1,242,987
-	-	-	655,545	655,545
-	-	15,037,742	-	18,105,541
$ 67,905,043	$ 360,749	$ 122,156,887	$ 59,840,205	$ 322,924,800
$ 8,679,900	$ 13,606	$ 4,363,352	$ 2,965,481	$ 19,337,450
4,500,756	-	2,374,801	291,720	7,203,873
-	-	101,106	2,004,223	10,031,008
-	-	143,795	538,819	1,009,031
-	-	-	2,476,499	9,121,289
-	-	2,603	1,310,649	3,730,456
-	-	1,255	166,830	349,093
-	-	-	324,713	484,818
-	-	-	-	455,717
13,180,656	13,606	6,986,912	10,078,934	51,722,735
-	-	-	-	3,055,064
-	-	-	-	3,055,064
-	-	-	333,755	1,060,997
-	-	-	3,872,036	3,872,036
-	-	-	284,337	284,337
-	-	15,037,742	270,355	15,308,097
-	-	17,275,496	356,241	21,404,805
-	-	-	2,115,758	2,115,758
-	-	-	35,964	35,964
-	-	-	3,298,485	3,298,485
54,724,387	-	-	-	54,724,387
-	-	-	278,931	278,931
-	-	-	3,642,794	3,642,794
-	347,143	-	-	3,055,842
-	-	-	2,041,988	2,041,988
-	-	-	2,822,088	2,822,088
-	-	-	1,008,526	1,008,526
-	-	-	5,439,833	5,439,833
-	-	-	5,311,218	5,311,218
-	-	82,856,737	743,352	83,600,089
-	-	-	512,348	512,348
-	-	-	1,835,003	1,835,003
-	-	-	10,442,521	10,442,521
-	-	-	1,315,988	1,315,988
-	-	-	3,799,750	3,799,750
-	-	-	-	18,484,060
-	-	-	-	22,451,156
54,724,387	347,143	115,169,975	49,761,271	268,147,001
$ 67,905,043	$ 360,749	$ 122,156,887	$ 59,840,205	$ 322,924,800

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

as of September 30, 2019

Total fund balances of governmental funds		$ 268,147,001
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore, are not reported in governmental funds. The cost of assets is $1,464,683,700 Accumulated depreciation and amortization is $808,703,658. The difference does not include the net capital assets of the internal service funds $548,711 which are included below.		655,980,042
The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets, liabilities, outflows/inflows of the internal service fund are included in activities in the Statement of Net Position.		4,811,658
At the governmental fund level, certain other long term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		2,066,335
Deferred inflows and outflows of resources related to debt:		
Deferred charge on refunding (to be amortized as interest expense)		1,872,240
Deferred outflows and inflows of resources related to pensions and other post employment benefits (OPEB) are applicable to future periods and not reported in governmental funds. The difference does not include certain amounts from the internal service fund which is included above.		
Deferred outflows of resources - Pensions	74,372,331	
Deferred inflows of resources - Pensions	(18,475,783)	
Deferred outflows of resources - OPEB	1,070,780	
Deferred inflows of resources - OPEB	(977,597)	
		55,989,731
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities --both current and long-term--are reported in the Statement of Net Position. The difference does not include the internal service funds $11,180,798 which is included above. Long-term liabilities at year-end consist of:		
Bonds payable	115,890,000	
Notes payable	37,365,000	
Bond issuance premiums	14,854,399	
Pollution remediation	180,000	
Compensated absences	25,486,402	
Other post employment benefits	19,277,640	
Net pension liability proportionate share	211,266,433	
		(424,319,874)
Total net position of governmental activities		$ 564,547,133

The notes to the financial statements are an integral part of the financial statements.


ESCAMBIA COUNTY
FLORIDA

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES				
Taxes	$ 119,157,202	$ 4,897,949	$ -	$ 2,479,306
Permits and Fees	-	-	-	-
Franchise Fees	13,426,526	-	-	-
Special Assessments	885,119	-	-	-
Intergovernmental Revenues	37,978,250	6,896,498	3,456,774	-
Charges for Services	12,185,178	1,674,151	-	-
Judgments and Fines	1,617,697	-	-	-
Investment Income	2,479,479	46,697	30,389	128,138
Miscellaneous Revenues	3,419,460	81,090	-	-
Total Revenues	191,148,911	13,596,385	3,487,163	2,607,444
EXPENDITURES				
Current:				
General Government	60,098,452	-	-	2,114,838
Public Safety	107,504,624	-	526,920	-
Physical Environment	1,622,767	-	-	-
Transportation	2,746,727	12,892,568	-	-
Economic Environment	-	-	-	-
Human Services	3,499,267	-	-	-
Culture/Recreation	1,464,725	-	-	-
Court-Related	6,819,974	-	-	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Bond Issuance Costs	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	183,756,536	12,892,568	526,920	2,114,838
Excess (Deficiency) of Revenues Over (Under) Expenditures	7,392,375	703,817	2,960,243	492,606
OTHER FINANCING SOURCES (USES)				
Transfers In	4,349,231	-	-	17,500
Transfers (Out)	(13,704,913)	-	-	-
Issuance Refunding Bonds Payable	-	-	-	-
Premium (Discount) on Notes/Bonds	-	-	-	-
Payment to Refunded Bond Holders	-	-	-	-
Total Other Financing Sources and (Uses)	(9,355,682)	-	-	17,500
Net Change in Fund Balances	(1,963,307)	703,817	2,960,243	510,106
Fund Balances - Beginning	50,211,158	2,004,882	(9,545,636)	3,262,962
Fund Balances - Ending	$ 48,247,851	$ 2,708,699	$ (6,585,393)	$ 3,773,068

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 48,140,106	$ 27,541,953	$ 202,216,516
-	-	-	362,347	362,347
-	-	-	2,036,924	15,463,450
-	-	-	18,145,093	19,030,212
26,837,517	384,361	3,052,674	16,250,811	94,856,885
-	-	192,265	10,897,801	24,949,395
-	-	-	898,068	2,515,765
1,811,110	8,626	2,941,313	1,637,238	9,082,990
-	-	340,684	2,212,873	6,054,107
28,648,627	392,987	54,667,042	79,983,108	374,531,667
-	-	260,224	2,847,096	65,320,610
508,666	-	1,200	33,338,112	141,879,522
-	-	-	2,714,743	4,337,510
-	70,066	1,447,973	18,279,480	35,436,814
-	-	1,089,869	13,232,850	14,322,719
-	-	137,164	168,884	3,805,315
-	-	1,489,402	8,333,071	11,287,198
-	-	-	4,021,162	10,841,136
-	-	-	7,765,000	7,765,000
-	-	-	6,847,490	6,847,490
-	-	-	310,578	310,578
59,119,391	298,389	43,947,180	-	103,364,960
59,628,057	368,455	48,373,012	97,858,466	405,518,852
(30,979,430)	24,532	6,294,030	(17,875,358)	(30,987,185)
-	-	-	22,496,084	26,862,815
-	-	(6,912,244)	(5,622,161)	(26,239,318)
-	-	-	41,545,000	41,545,000
-	-	-	5,318,882	5,318,882
-	-	-	(46,554,000)	(46,554,000)
-	-	(6,912,244)	17,183,805	933,379
(30,979,430)	24,532	(618,214)	(691,553)	(30,053,806)
85,703,817	322,611	115,788,189	50,452,824	298,200,807
$ 54,724,387	$ 347,143	$ 115,169,975	$ 49,761,271	$ 268,147,001

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		$ (30,053,806)
Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital additions ($116,512,830) exceeds depreciation ($38,043,714) in the current period. Total capital additions consist of capital expenditures of $113,614,333 and non-cash contributions of $2,898,497 for donated roads.		78,469,116
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(76,974)
The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:		
Debt issued or repaid:		
Issuance of refunding notes/bonds	(41,545,000)	
Discount (premium) on issuance	(5,318,882)	
Principal repayments	7,765,000	
Amortization of deferred charge on refunding	(156,020)	
Amortization of interest expense on bond premium	692,604	
Payment to bond holders for refunding	46,554,000	
		7,991,702

Continued

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued

For the Year Ended September 30, 2019

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:		
Changes in compensated absences	603,504	
Changes in other post employment benefits	21,210	
		624,714
Governmental funds report County pension contributions as expenditures. In the statement of activities, the cost of the pension benefits earned net of contributions is reported as pension expense.		
Difference between pension contribution and net pension expense		(28,634,564)
Governmental funds report other post employment benefit contributions as expenditures. However, in the statement of activities, the actuarial cost of benefits earned net of employee contributions is reported as an expense.		(317,457)
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the capital assets sold/disposed.		(399,256)
The internal service fund is used by management to charge the costs of risk management and other services to other funds. The net income of the internal service fund is reported with governmental activities.		(108,635)
Change in net position of governmental activities:		$ 27,494,840

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
GENERAL FUND - COUNTY WIDE
For the Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 118,521,436	$ 118,521,436	$ 119,157,202	$ 635,766
Franchise Fees	12,046,428	12,046,428	13,426,526	1,380,098
Special Assessments	848,711	848,711	885,119	36,408
Intergovernmental Revenues	30,990,284	31,023,305	37,978,250	6,954,945
Charges for Services	11,195,947	11,202,415	12,185,178	982,763
Judgments and Fines	1,697,000	1,697,000	1,617,697	(79,303)
Investment Income	225,070	225,070	2,479,479	2,254,409
Miscellaneous Revenues	2,984,620	3,679,208	3,419,460	(259,748)
Total Revenues	178,509,496	179,243,573	191,148,911	11,905,338
EXPENDITURES				
Current:				
General Government	86,261,023	90,485,579	60,098,452	30,387,127
Public Safety	107,685,413	109,387,269	107,504,624	1,882,645
Physical Environment	1,455,438	1,669,244	1,622,767	46,477
Transportation	2,717,439	2,728,646	2,746,727	(18,081)
Human Services	3,289,133	3,777,385	3,499,267	278,118
Culture/Recreation	1,454,373	1,508,740	1,464,725	44,015
Court-Related	6,522,959	6,522,959	6,819,974	(297,015)
Total Expenditures	209,385,778	216,079,822	183,756,536	32,323,286
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,876,282)	(36,836,249)	7,392,375	44,228,624
OTHER FINANCING SOURCES (USES)				
Transfers In	6,515,490	4,376,023	4,349,231	(26,792)
Transfers (Out)	(17,845,028)	(16,984,912)	(13,704,913)	3,279,999
Total Other Financing Sources and (Uses)	(11,329,538)	(12,608,889)	(9,355,682)	3,253,207
Net Change in Fund Balance	(42,205,820)	(49,445,138)	(1,963,307)	47,481,831
Fund Balance - Beginning	42,205,820	49,445,138	50,211,158	766,020
Fund Balance - Ending	$ -	$ -	$ 48,247,851	$ 48,247,851

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

MASS TRANSIT AUTHORITY FUND

For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 4,560,000	$ 4,560,000	$ 4,897,949	$ 337,949
Intergovernmental Revenues	6,853,078	6,887,650	6,896,498	8,848
Charges for Services	1,914,039	2,146,532	1,674,151	(472,381)
Investment Income	-	-	46,697	46,697
Miscellaneous Revenues	-	-	81,090	81,090
Total Revenues	13,327,117	13,594,182	13,596,385	2,203
EXPENDITURES				
Current:				
Transportation	13,327,117	15,359,957	12,892,568	2,467,389
Total Expenditures	13,327,117	15,359,957	12,892,568	2,467,389
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(1,765,775)	703,817	2,469,592
OTHER FINANCING SOURCES (USES)				
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balance	-	(1,765,775)	703,817	2,469,592
Fund Balance - Beginning	-	1,765,775	2,004,882	239,107
Fund Balance - Ending	$ -	$ -	$ 2,708,699	$ 2,708,699

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
DISASTER RECOVERY FUND
For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 1,515,646	$ 3,456,774	$ 1,941,128
Investment Income	-	-	30,389	30,389
Total Revenues	-	1,515,646	3,487,163	1,971,517
EXPENDITURES				
Current:				
Public Safety	-	1,515,646	526,920	988,726
Total Expenditures	-	1,515,646	526,920	988,726
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	2,960,243	2,960,243
Net Change in Fund Balance	-	-	2,960,243	2,960,243
Fund Balance - Beginning	-	-	(9,545,636)	(9,545,636)
Fund Balance - Ending	$ -	$ -	$ (6,585,393)	$ (6,585,393)

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

COMMUNITY REDEVELOPMENT AGENCY FUND

For the Year Ended September 30, 2019

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 2,479,306	$ 2,479,306	$ 2,479,306	$ -
Intergovernmental Revenues	17,500	17,500	-	(17,500)
Investment Income	-	-	128,138	128,138
Total Revenues	2,496,806	2,496,806	2,607,444	110,638
EXPENDITURES				
Current:				
General Government	3,540,529	5,759,769	2,114,838	3,644,931
Total Expenditures	3,540,529	5,759,769	2,114,838	3,644,931
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,043,723)	(3,262,963)	492,606	3,755,569
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	17,500	17,500
Total Other Financing Sources and (Uses)	-	-	17,500	17,500
Net Change in Fund Balance	(1,043,723)	(3,262,963)	510,106	3,773,069
Fund Balance - Beginning	1,043,723	3,262,963	3,262,962	(1)
Fund Balance - Ending	$ -	$ -	$ 3,773,068	$ 3,773,068

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
ASSETS					
Current Assets:					
Cash and Cash Equivalents	$ 12,950,222	$ 2,166,482	$ 5,489,995	$ 20,606,699	$ 10,678,777
Restricted Assets Available for Current Liabilities	224,625	-	7,285	231,910	-
Investments	17,382,008	1,606,764	2,469,602	21,458,374	7,325,979
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,609,335	5,280,976	118,887	7,009,198	1,374,962
Due from Other Funds	-	-	-	-	630,567
Due from Other Governments	-	-	-	-	123,573
Inventories	-	743,592	101,902	845,494	322,329
Prepaid Items	-	-	-	-	-
Total Current Assets	32,166,190	9,797,814	8,187,671	50,151,675	20,456,187
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	147,509	-	7,285	154,794	-
Saufley C&D - restricted	615,308	-	-	615,308	-
Landfill Escrow	9,723,660	-	-	9,723,660	-
Less: Portion Classified as Current	(224,625)	-	(7,285)	(231,910)	-
Total restricted assets	10,261,852	-	-	10,261,852	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,362,088	1,100,349	25,915,343	37,377,780	399,564
Improvements Other than Buildings	48,557,964	86,275	3,094,463	51,738,702	937,373
Machinery, Equipment and Vehicles	16,519,492	10,789,141	2,849,563	30,158,196	297,933
Intangibles	-	176,255	-	176,255	-
Construction in Progress	4,971,717	-	-	4,971,717	-
Less: Accumulated Depreciation	(41,412,739)	(9,337,694)	(28,096,903)	(78,847,336)	(1,086,159)
Total Capital Assets (Net)	44,785,348	2,820,769	3,762,466	51,368,583	548,711
Total Noncurrent Assets	55,047,200	2,820,769	3,762,466	61,630,435	548,711
Total Assets	87,213,390	12,618,583	11,950,137	111,782,110	21,004,898
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	788,061	5,168,189	670,613	6,626,863	284,420
OPEB Cost and Subsquent Contrib.	13,207	40,892	9,953	64,052	6,186
Total deferred outflow of resources	801,268	5,209,081	680,566	6,690,915	290,606

Continued

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION - Continued

PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
LIABILITIES					
Current Liabilities:					
Accounts Payable	$ 668,091	$ 172,285	$ 983,883	$ 1,824,259	$ 5,040,699
Contracts Payable	348,048	-	-	348,048	26,838
Accrued Liabilities	130,885	462,367	88,636	681,888	55,387
Compensated Absences Payable	46,776	40,968	32,758	120,502	92,666
Estimated Claims Payable	-	-	-	-	2,916,000
Due to Other Governments	22,246	134	31,472	53,852	5,495
Deposits	2,022	-	30,758	32,780	1,382
Other Current Liabilities	-	-	2,076,332	2,076,332	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	77,116	-	-	77,116	-
Escrow Deposits - restricted	147,509	-	7,285	154,794	-
Total Current Liabilities	1,442,693	675,754	3,251,124	5,369,571	8,138,467
Noncurrent Liabilities:					
Compensated Absences Payable	420,984	373,789	294,819	1,089,592	833,989
Other Post Employment Benefits	192,944	625,300	143,780	962,024	80,226
Net Pension Liability	2,164,899	14,961,432	1,784,079	18,910,410	795,270
Estimated Claims Payable	-	-	-	-	6,562,000
Landfill Closure Costs Payable	17,556,403	-	-	17,556,403	-
Total Noncurrent Liabilities	20,335,230	15,960,521	2,222,678	38,518,429	8,271,485
Total Liabilities	21,777,923	16,636,275	5,473,802	43,888,000	16,409,952
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	228,563	1,125,597	149,100	1,503,260	67,638
Unamortized OPEB Costs	13,356	41,354	10,065	64,775	6,256
Total deferred inflow of resources	241,919	1,166,951	159,165	1,568,035	73,894
NET POSITION					
Net Investment in Capital Assets	44,785,348	2,820,769	3,762,466	51,368,583	548,711
Unrestricted	21,209,468	(2,796,331)	3,235,270	21,648,407	4,262,947
Total Net Position	$ 65,994,816	$ 24,438	$ 6,997,736	$ 73,016,990	$ 4,811,658

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Operating Revenues:					
Charges for Services	$ 16,074,867	$ 11,863,120	$ 8,465,715	$36,403,702	$ 38,204,467
Miscellaneous Revenues	75,775	5,124	88,363	169,262	-
Total Operating Revenues	16,150,642	11,868,244	8,554,078	36,572,964	38,204,467
Operating Expenses:					
Personal Services	2,981,033	12,291,547	2,127,637	17,400,217	1,693,746
Contracted Services	932,454	307,805	6,674,703	7,914,962	-
Claims Incurred and Change in Estimate	-	-	-	-	1,982,591
Supplies and Materials	109,797	247,728	8,205	365,730	-
Repairs and Maintenance	1,146,022	924,388	60,267	2,130,677	31,347
Other Services and Charges	1,697,946	1,128,968	387,818	3,214,732	4,126,419
Depreciation	3,174,177	1,145,246	795,090	5,114,513	69,836
Provision for Closure and Long Term Care	1,214,741	-	-	1,214,741	-
Premiums/Claims Expense	314,786	168,341	127,370	610,497	30,850,741
Total Operating Expenses	11,570,956	16,214,023	10,181,090	37,966,069	38,754,680
Operating Income (Loss)	4,579,686	(4,345,779)	(1,627,012)	(1,393,105)	(550,213)
Nonoperating Revenues (Expenses):					
Grants	-	54,120	-	54,120	-
Investment Income	1,208,090	68,442	139,946	1,416,478	441,578
Gain (Loss) on Disposal of Capital Assets	14,755	6,978	-	21,733	-
Total Nonoperating Revenues (Expenses)	1,222,845	129,540	139,946	1,492,331	441,578
Income (Loss) Before Transfers and Contributions	5,802,531	(4,216,239)	(1,487,066)	99,226	(108,635)
Transfer In	-	-	1,700,000	1,700,000	-
Transfer (Out)	(529,744)	(1,793,753)	-	(2,323,497)	-
Capital Contributions	-	153,849	97,294	251,143	-
Change in Net Position	5,272,787	(5,856,143)	310,228	(273,128)	(108,635)
Net Position	60,722,029	5,880,581	6,687,508	73,290,118	4,920,293
Net Position - Ending	$ 65,994,816	$ 24,438	$ 6,997,736	$73,016,990	$ 4,811,658

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				Governmental Activities -
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$16,793,341	$ 13,994,211	$8,959,416	$ 39,746,968	$ 5,393,542
Receipts from interfund risk/benefits management	-	-	-	-	27,692,838
Receipts from interfund fleet/fuel management	-	-	-	-	3,942,934
Payments to suppliers	(4,284,564)	(3,812,101)	(6,963,168)	(15,059,833)	(34,936,374)
Payments to employees	(2,791,536)	(10,119,911)	(1,961,117)	(14,872,564)	(1,159,451)
Net Cash Provided (Used) by Operating Activities	9,717,241	62,199	35,131	9,814,571	933,489
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(529,744)	(1,793,753)	-	(2,323,497)	-
Transfers from other funds	-	-	1,700,000	1,700,000	-
Advances due to/from other funds	-	-	-	-	204,551
Subsidy from federal/state grants	-	54,120	-	54,120	-
Net Cash Provided (Used) by Noncapital Financing Activities	(529,744)	(1,739,633)	1,700,000	(569,377)	204,551
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(4,779,120)	(425,342)	(56,413)	(5,260,875)	(23,811)
Loss from disposal of capital assets	(247,008)	105,401	-	(141,607)	-
Landfill closure costs paid	(64,290)	-	-	(64,290)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,090,418)	(319,941)	(56,413)	(5,466,772)	(23,811)
Cash Flows from Investing Activities					
Sale (purchase) of investments	(434,287)	1,114,501	(234,667)	445,547	147,110
Interest received	1,208,090	68,442	139,946	1,416,478	441,578
Net Cash Provided (Used) by Investing Activities	773,803	1,182,943	(94,721)	1,862,025	588,688
Net Increase (Decrease) in Cash and Cash Equivalents	4,870,882	(814,432)	1,583,997	5,640,447	1,702,917
Cash and cash equivalents at beginning of year	18,565,817	2,980,914	3,913,283	25,460,014	8,975,860
Cash and cash equivalents at end of year	$23,436,699	$ 2,166,482	$5,497,280	$ 31,100,461	$ 10,678,777
Cash and Cash Equivalents Classified As:					
Current assets	$12,950,222	$ 2,166,482	$5,489,995	$ 20,606,699	$ 10,678,777
Current restricted assets	224,625	-	7,285	231,910	-
Noncurrent restricted assets	10,261,852	-	-	10,261,852	-
Total Cash and Cash Equivalents	$23,436,699	$ 2,166,482	$5,497,280	$ 31,100,461	$ 10,678,777

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	$ 4,579,686	$ (4,345,779)	$ (1,627,012)	$ (1,393,105)	$ (550,213)
Depreciation	3,174,177	1,145,246	795,090	5,114,513	69,836
Provision for closure and postclosure	1,214,741	-	-	1,214,741	-
Change in Assets and Liabilities:					
Accounts receivable	637,238	2,125,967	16,153	2,779,358	(705,632)
Inventories	-	(459,284)	(28,274)	(487,558)	51,335
Prepaids	-	-	-	-	-
Accounts payable	(208,908)	(573,839)	322,641	(460,106)	2,466,776
Contracts payable	118,117	-	-	118,117	26,838
Accrued liabilities	(14,317)	17,455	(8,724)	(5,586)	4,877
Due to other governments	7,232	(1,748)	828	6,312	3,696
Customer deposits	5,461	-	17,775	23,236	1,382
Other current liabilities	-	-	371,410	371,410	-
Compensated absences	(50,046)	(74,591)	(26,760)	(151,397)	(35,764)
Other post employment benefits and related deferred outflows/inflows of resources	6,563	48,221	3,322	58,106	(7,071)
Net pension liability proportionate share and related deferred outflows/inflows of resources	247,297	2,180,551	198,682	2,626,530	101,350
Claims payable	-	-	-	-	(493,921)
Total Adjustments	5,137,555	4,407,978	1,662,143	11,207,676	1,483,702
Net Cash Provided (Used) by Operating Activities	$ 9,717,241	$ 62,199	$ 35,131	$ 9,814,571	$ 933,489
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ 153,849	$ 97,294	$ 251,143	$ -

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2019

ASSETS	
Cash and Cash Equivalents	$ 11,462,600
Accounts Receivable	487,031
Total Assets	$ 11,949,631
LIABILITIES	
Due to Other Governments	$ 4,194,791
Due to Individuals	3,852,928
Other Current Liabilities	3,901,912
Total Liabilities	$ 11,949,631

The notes to the financial statements are an integral part of the financial statements

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
COMPONENT UNIT
September 30, 2019

	Business-Type Activities
	Santa Rosa Island Authority
ASSETS	
Cash and Cash Equivalents	$ 3,249,722
Investments	537,788
Accounts Receivable	328,588
Due from Other Governments	144,591
Other Assets	34,450
Total Current Assets	4,295,139
Noncurrent Assets:	
Restricted Assets:	
Cash and Cash Equivalents	3,306,566
Capital Assets, Net of Depreciation	565,515
Total Noncurrent Assets	3,872,081
Total Assets	8,167,220
DEFERRED OUTFLOWS OF RESOURCES	
OPEB	4,626
Pension	278,792
Total deferred outflow of resources	283,418
LIABILITIES	
Accounts Payable	138,321
Accrued Liabilities	74,698
Due to Other Governments	1,252,063
Unearned Revenue	146,448
Total Current Liabilities	1,611,530
Noncurrent Liabilities:	
Compensated Absences	72,727
Other Post Employment Benefits	115,222
Net Pension Liability	883,227
Other Noncurrent Liabilities	1,265,000
Total Noncurrent Liabilities	2,336,176
Total Liabilities	3,947,706
DEFERRED INFLOW OF RESOURCES	
Unearned Revenues	85,933
Unearned Consideration Fees	552,532
Other Post Employment Benefits	4,678
Pension	401,547
Total Deferred Inflow of Resources	1,044,690
NET POSITION	
Invested in Capital Assets	565,515
Restricted for Capital Improvements	1,234,106
Unrestricted	1,658,621
Total Net Position	$ 3,458,242

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES - COMPONENT UNIT
For the Year Ended September 30, 2019

	Business-Type Activities	
	Santa Rosa Island Authority	
EXPENSES		
Business Type Activities:		
Operating Expenses	$	5,327,277
Total Program Expenses		5,327,277
PROGRAM REVENUES		
Charges for Services		4,870,396
Capital Grants and Contributions		1,874,128
Total Program Revenue		6,744,524
Net Program (Revenue) Expenses		(1,417,247)
GENERAL REVENUES		
Investment Income		11,644
Miscellaneous		76,820
Total General Revenues		88,464
Change in Net Position		1,505,711
Net Position - Beginning		1,952,531
Net Position - Ending	$	3,458,242

The notes to the financial statements are an integral part of the financial statements.

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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-wide Financial Statements

The financial statements of Escambia County, Florida (the "County") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government and its component unit. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component unit for which the primary government is financially accountable. Significant County accounting policies are described below.

B. Financial Reporting Entity

Escambia County, Florida (the County) is a political subdivision of the State of Florida created pursuant to Chapter 7 of the Florida Statutes. The County is governed by a five member Board of County Commissioners (the Board), elected from single-member districts. The Board has no powers other than those expressly vested in it by State Statute. In addition to the Board, there are five elected Constitutional Officers: pursuant to Article 8, Section 1(d), of the Constitution of the State of Florida; the Clerk of the Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets. The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers.

The combining financial statements include the operations of the Board of County Commissioners, Clerk of the Circuit Court and Comptroller, Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and those separately administered organizations for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

Blended Component Unit
Community Redevelopment Agency (CRA) – Pursuant to Florida Statutes section 163 Part III, the Community Redevelopment Act of 1969 authorized governments to use tax increment financing as a means for community redevelopment. The primary purpose of this act is to provide local governments with a source of funds to revitalize the deteriorated portions of their communities; thus establishing a financial benefit or burden relationship between the primary government and the CRA. The primary government also has operational responsibility for the Community Redevelopment Agency. In 1995, the Board of County Commissioners adopted Ordinance No. 95-6 which established the Community Redevelopment Agency (CRA) of Escambia County. Eight redevelopment areas are included under the CRA jurisdiction. The County Board serves as the CRA Board and has all rights, powers, duties, privileges and immunities authorized by the Act. The CRA is reported as a major special revenue fund in the fund financial statements of the County; a copy of this report may be found at the Community Redevelopment Agency Office; 221 Palafox Place; Suite 305, Pensacola Florida 32502.

Escambia County Area Transit Authority (Mass Transit Authority) – Pursuant to Florida Statutes section 189 Uniform Special District Accountability Act, is classified as a Dependent Special District because the membership of the Mass Transit Authority's governing body is identical to Escambia County and the Mass Transit Authority's budget requires approval through an affirmative vote or can be vetoed by Escambia County. The primary purpose of this Mass Transit Authority is to own, operate and manage the public transportation system in Escambia County on behalf of the Board of County Commissioners of Escambia County; providing an efficient and coordinated public transportation system servicing rural and urban areas. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 206 and 336, Florida Statutes. Funding is also provided by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities, thus establishing a financial benefit or burden relationship between the primary government and the Mass Transit Authority. The Mass Transit Fund was a fund of the County until 2018, when Ordinance No. 2018-8 established the Escambia County Area Transit Authority. However, the Board of County Commissioners adopted Ordinance 2019-28, repealing the ordinance establishing the Mass Transit Authority subsequent to year end. The Mass Transit Authority Fund is reported as a major special revenue fund in the fund financial statements of the County; the capital projects of the Mass Transit Authority are reported as a major capital project fund in the fund financial statements of the County. A copy of this report (the fund financial statement of the County) may be found at the Escambia County Area Transit Authority Office; 1515 West Fairfield Drive, Pensacola Florida 32501.

Discretely Presented Component Unit

Proprietary Fund Type:

Santa Rosa Island Authority (SRIA) – The Santa Rosa Island Authority (SRIA) was established by the provisions of Chapter 24-500, Laws of Florida, Special Acts of 1947, as amended. The County appoints five (5) members of the Authority's six (6) member Board, and one (1) member is elected by the eligible voters who are full time residents of the Island. The County approves the SRIA's budget and issuance of debt. The County has veto power over decisions of the SRIA. The SRIA serves as the County's leasing agent for property on Santa Rosa Island owned by the County. The operations of SRIA are reported in the SRIA Fund, a discrete component unit in this report. Financial statements for the SRIA can be obtained at 1 Via Deluna, Pensacola Beach, Florida 32561.

Joint Venture:

As defined in Governmental Accounting Standards Board (GASB) Statement No. 14, a joint venture is a separate legal entity or other organization that results from a contractual arrangement (or interlocal agreement) and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an on-going financial interest or (b) an on-going financial responsibility. The County participates and provides financial support to the following non-equity joint venture:

Pensacola – Escambia County Promotion and Development Commission (PEDC) – This Commission was created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1980 by Chapter 80-579, to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The nine (9) member Commission consists of the President of the Chamber of Commerce, two (2) members of the Pensacola City Council, two (2) members of the Escambia County Commission, one (1) member of the Century City Council, one (1) representative of the Committee of 100 or the Tourist Advisory Council, one (1) at-large member appointed by the Pensacola City Council and one (1) at-large member appointed by the Escambia County Commission. The County and the City of Pensacola each contribute funds annually for the operation of the Commission, but neither has control of the budget or finances of the Commission. Separate financial statements are available from the Pensacola – Escambia County Promotion and Development Commission at 117 West Garden Street, Pensacola, Florida 32593-0550.

Summary financial statements as of September 30, 2019, for the joint venture are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2019

		PEDC
Assets	$	7,623,730
Liabilities		3,171,223
Net Position		
Restricted:		61,198
Unrestricted:		
Committed		52,309
Unassigned		4,339,000
Total net position	$	4,452,507

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2019

		PEDC
Revenues	$	2,617,430
Expenses		(2,632,780)
Change in net position		(15,350)
Net position - beginning		4,467,857
Net position - ending	$	4,452,507

C. Basis of Presentation – Government-wide and Fund Financial Statements

The basic financial statements consist of the government-wide (based on the County as a whole, including its component unit) and fund financial statements. Both sets of statements categorize primary activities as either governmental or business-type activities.

The government-wide financial statements include a statement of net position and a statement of activities which report on the government as a whole and provide a consolidated financial picture of the government. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund activities are eliminated to avoid distorted financial results. The amounts reported as internal balances represent the residual amounts due between governmental and business-type activities. Fiduciary Funds of the government are also eliminated from this presentation since these resources are not available for general government funding purposes.

The statement of activities reports functional categories of programs provided by the County, and demonstrate how and to what degree those programs are supported by specific revenue. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on external fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given program are supported by specific revenues. *Direct expenses* are those that are clearly identifiable with a specific program. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. G*eneral revenues* consist of all taxes and other items collected that help support all functions of Escambia County government.

Individual fund financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The County reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The general fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

Escambia County Area Transit Authority (Mass Transit Authority) Fund accounts for the operations and maintenance of the Escambia County Transit System. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 203 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

Escambia County Area Transit Authority FTA Capital (Mass Transit Authority - FTA Capital) Fund is the capital project fund of the Escambia Area Transit Authority and is reported as a major capital project fund in the fund financial statements of the County. It accounts for revenue received from the United States Department of Transportation and cost associated with federal transportation assistance. The Federal Transit Administration (FTA) provides capital assistance for mass transit projects including mass transit fixed route and ADA paratransit services for citizens through urban areas of Escambia County. FTA funding is provided by Grants, State matching funds, and Escambia County Area Transit Authority matching funds.

The *Disaster Recovery Fund* accounts for financing provided from various grants, or reimbursements to aid the County's recovery from either natural or man-made disasters. Due to the nature of this major fund, the County generally adopts an appropriated budget of zero.

The *Community Redevelopment Agency Fund (CRA)* was established to account for the revenues and expenditures of the redevelopment areas established within the County. The CRA Fund is a blended component unit of Escambia County. Pursuant to Florida Statutes Section 163 Part III, the Community Redevelopment Act of 1969 authorized government to use tax increment financing as a means for community redevelopment.

The *Series 2017 Project Fund* is a capital project fund created pursuant to Resolution 2017-70 to account for the proceeds of the Sales Tax Revenue Bonds, Series 2017, issued June 22, 2017. This fund will account for the expenditures associated with the acquisition, planning, design and construction of a new 1,500 rated bed correctional facility. This new facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to section 287.055, Florida Statutes (acquisition of professional architectural and engineering services). Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and Main Jail.

The *Local Option Sales Tax Fund (LOST)* accounts for monies collected pursuant to Florida Statutes 212.055, which authorizes the County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Escambia County, to provide for road and drainage projects and improvements, recreation projects, public safety, expansion of jail and court facilities, and community redevelopment projects. This tax was approved by referendum on March 10, 1992, and was originally set to expire on December 31, 2017. On November 4, 2014, this tax was extended by referendum through December 31, 2028, as permitted by law.

The County reports the following major proprietary funds:

The *Solid Waste Fund* accounts for solid waste disposal (landfill) operations, primarily financed through franchise fees and user charges.

The *Emergency Medical Service Fund* accounts for the cost of emergency medical services provided in Escambia County. All activities necessary to provide such services are accounted for in this fund.

Additionally, the government reports the following fund types:

The *Internal Service Fund* accounts for risk management activities, activities for garage and fuel services provided to County departments, and for administration of employee benefits. Additionally, the internal service fund is used to account for balances and activity related to compensated absences policies of the Clerk of the Circuit Court and Comptroller, for court related activities.

Agency Funds are custodial in nature, and are therefore excluded from the governmental-wide financial statements. These funds are used to account for assets held by the County as an agent for individuals, private organizations and governments. Fiduciary funds use the economic resource measurement focus; agency funds have no measurement focus. Agency funds are utilized by the Clerk of the Circuit Court and Comptroller, the Tax Collector, and the Sheriff. Resources include fines, forfeitures, and filing fees collected for other governmental agencies, support payments, jury and witness services, posted bonds collected for individuals, prisoner's funds, confiscated monies held as evidence, property taxes and fees for licenses.

D. Measurement Focus and Basis of Accounting

The **government-wide financial statements** and the **proprietary fund and fiduciary fund financial statements** are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. State shared revenues, sales taxes, franchise taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except debt service expenditures and expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due. Capital asset acquisitions are recorded as expenditures in governmental funds. Monies received from issuing long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end).

Escambia County allocates indirect costs comprised of administrative overhead costs to functional activities using various allocation charge methods. Therefore, expenses reported for functional activities include these allocated indirect costs. Elimination of these charges would distort the direct costs of the functions concerned.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements, with the exception of administrative overhead components as discussed above.

Amounts reported as program revenue include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. All taxes, including those dedicated for specific purposes, and internally dedicated resources are reported as general revenues rather than as program revenue.

Proprietary fund financial statements are reported using economic resource measurement focus and the accrual basis of accounting, distinguishing *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds and the internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Budgetary Information

Annual budgets are adopted on a basis consistent with *generally accepted accounting principles* as required by Florida Statute 129 for all governmental funds. In fiscal year 2018, the Disaster Recovery Fund adopted an original budget appropriation of zero, which was subsequently amended.

On or before May 1 of each year, the Clerk of the Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, Sheriff and Tax Collector each submit to the Board of County Commissioners a tentative budget for the ensuing fiscal year.

Within fifteen days after certification of the ad valorem tax roll by the Property Appraiser, the County's Office of Management and Budget submits to the Board of County Commissioners a proposed budget for the fiscal year commencing the following October 1st. Pursuant to the provisions of Section 129.01, Florida Statutes, the proposed budgets as submitted contain balanced statements of estimated revenue and proposed appropriations for each fund required to be presented by law or sound financial practice, including the general, special revenue, debt service, and capital projects funds.

The Board holds public hearings and a final budget must be prepared and adopted no later than September 30. The County's budget is legally enacted through passage of a resolution.

The appropriated budget is prepared by fund, function and department. The Office of Management and Budget is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The Board of County Commissioners approved supplemental budget amendments during the year that increased the original budget.

All appropriations lapse at the end of each fiscal year, although the county expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

F. Property Taxes

Under Florida law, the assessments of all properties and the collections of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. The laws of the state regulating tax assessments are also designed to assure a consistent property valuation method statewide. Pursuant to the State Constitution, Florida Statutes permit counties to levy ad valorem taxes on real and tangible personal property taxes at a rate not to exceed 10 mills for countywide purposes, exclusive of taxes levied for the payments of bonds and taxes levied for periods of not longer than 2 years and approved by a vote of the electors. All property is assessed at 100% of just value. For fiscal year 2019, the County-wide operating millage rate was 6.6165 mills. The County-wide operating millage rate for the Library was .359 mills for a total of 6.9755 mills. The Law Enforcement MSTU rate is .685 for a total direct rate of 7.6605 mills.

The tax levy of the County is established by the Board of County Commissioners prior to October 1 of each year and the Tax Collector incorporates the millage into the total tax levy, which includes the municipalities, special districts, and the County School Board tax requirements and produces the tax bill. All property is reassessed by the Property Appraiser, according to its fair market value on January 1 of each year. The certified assessment roll is delivered by the Property Appraiser to the Tax Collector.

All property taxes are billed in arrears and become due and payable on November 1 of each year. All unpaid taxes become delinquent on April 1 following the year which they are assessed. The legal lien date is January 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. Taxes paid in March are without discount. Tax certificates are sold for all delinquent taxes on real property. Virtually all unpaid taxes are collected via the sale of tax certificates prior to year end. The county does not accrue its portion of the County-held tax sale certificates or personal property tax warrants because such amounts are not considered to be material.

G. Cash and Cash Equivalents

The County defines cash and cash equivalents as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less from the date of acquisition. The County maintains an equity in pooled cash fund. All monies which are not legally restricted to separate administration are pooled together for investment and are maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. The County's cash deposits are fully insured by the Public Deposits Trust Fund.

H. Investments

Investments for the County are reported at fair value (generally based on quoted market prices) except for the Florida Prime Investment Pool, FL CLASS Investment Pool, and Florida Fixed Income Trust are reported at amortized cost. The Florida Fixed income Trust Cash Pool Has a floating Net Asset Value (NAV) however the investment pool is managed to maintain a constant NAV. Investments are pooled together for investment purposes with each individual fund and/or account maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. Such investments consist of Certificates of Deposit, U.S. Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, and State and/or Local Government Debt.

I. Inventories and Prepaid Items

Inventories are valued at cost, using the first-in/first-out method. Annual inventory expenditures reflect supplies consumed. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These payments are recorded as expenditures/expenses when consumed rather than when purchased.

J. Restricted Assets

The use of certain assets in business-type activities is restricted by resolution or ordinance. Assets are designated as restricted since their use is limited. Restricted assets reported represent escrow deposits for customers, funds held for the Saufley Construction and Demolition (C&D) project closure, and the Landfill Escrow held for landfill closure and post closure liability.

K. Accounts Receivable

Accounts Receivable are shown net of an allowance for uncollectible accounts. The Solid Waste Fund records an allowance for receivables older than 90 days, while the Internal Service Fund provides an allowance for receivables without collections during the past year. All other County funds record an allowance on accounts older than 120 days. Accounts in the General Fund consist primarily of franchise fees receivable. The receivables at the end of the fiscal year include an estimated total allowance for uncollectable accounts in the amount of $8.899 million. This allowance is comprised of $7.99 million for ambulance receivables in the Emergency Medical Services Fund; $802,000 for the Internal Service Funds related to the self insurance third party receivables; $63,000 for the Local Option Sales Tax Fund; $40,000 for HUD-CDBG housing programs, $3,000 for the General Fund, and $1,000 for the Solid Waste.

L. Interfund Transactions

Reimbursements to a fund for expenditures/expenses initially made from it, which are applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund, and reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

M. Interfund Payables and Receivables

Unpaid amounts of interfund transactions at year end are reflected as “due from other funds” or “due to other funds” in the related fund financial statements. Noncurrent portions of interfund payables and receivables are reported as advances. In governmental funds, advances are offset equally by nonspendable fund balance unless the funds are restricted or committed. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

N. Capital Assets

Capital Assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Purchased or constructed assets are recorded at historical cost or at a price that would be paid to acquire the asset with equivalent service potential in an orderly market transaction at the acquisition date. Donated capital assets are recorded at acquisition value at the acquisition date.

The County capitalizes items costing $1,000 and having an estimated useful life in excess of one year. Buildings, public domain, and system infrastructure assets which represent major expenditures for such items as roads, water and sewer lines, landfill improvements, parks, and drainage systems are capitalized at historical cost. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital Assets are depreciated over their estimated useful lives unless they are inexhaustible or are intangible assets with indefinite useful lives. The term depreciation (and related forms of the term) includes amortization of intangible assets.

Depreciation has been provided using the straight-line method. The estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings	10 – 50 years
Improvements	20 – 50 years
Infrastructure	20 – 50 years
Equipment	3 – 10 years
Intangibles	3 – 5 years

O. Unearned Revenues

Unearned revenues include amounts collected before revenue recognition criteria are met. Expenditure-driven grants and unearned revenue for exchange type transactions are reported as unearned at the end of the fiscal year.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will *no*t be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to future periods and, will not be recognized as an inflow of resources (revenue) until that applicable time.

The County has three items that qualify for reporting as deferred outflows of resources. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is the deferred outflow of resources related to pensions reported in the government-wide and proprietary statements of net position. The deferred outflows for pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statements No. 68, *Accounting and Financial Reporting for Pensions* and No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*. These deferred outflows for pension will be recognized as pension expense or a

reduction of the net pension liability in future reporting years. The third is the deferred outflow of resources related to OPEB reported in the government-wide and proprietary statements of net positon. The deferred outflows for OPEB are an aggregate of items related to changes in assumptions and other inputs as calculated in accordance with GASB Statements No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions.* These deferred outflows for OPEB will be recognized as benefit expense or a reduction of the net OPEB liability in future reporting years.

The County also reports deferred inflows of resources in the government-wide and proprietary statements of net position. The unavailable revenue for capital leases is deferred and recognized as an inflow of resources in the period that the amounts become available. The SRIA also has deferred inflows for fees collected prior to the time requirements being met. The deferred inflows for pensions are an aggregate of items related to pensions as calculated under the same principles as the deferred outflows for pensions, and will be recognized as a reduction to pension expense in future reporting years. The deferred inflows for OPEB are an aggregate of items related estimated benefits paid after the measurement date as calculated under the same principles as the deferred outflows for OPEB, and will be recognized as a reduction to benefit expense in future reporting years.

Q. Self-Insurance Claims

Liabilities for reported claims and incurred but not reported claims (IBNR) are estimated based on an actuarial review of claims pending and historical experience.

R. Landfill Closure and Postclosure Care Payable

The County recognizes municipal solid waste landfill closure and post closure care costs under the State of Florida's Solid Waste Management Act of 1988, regulations of the Federal Environmental Protection agency and the GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Post closure Care Costs*. The County is required to place a final cover on closed landfills and to provide long-term care for up to thirty years after final cover. These obligations for closure and postclosure are recognized in the Solid Waste Fund over the active life of the landfill, based on landfill capacity used to date.

S. Long Term Obligations

Payments on long term liabilities which are expected to be financed from governmental funds are accounted for as debt service expenditures. For proprietary fund types, long term debt and other obligations are reported as liabilities in the fund financing the obligation. In the government-wide and the proprietary fund financial statements these amounts are reported as liabilities in the statement of net position.

Debt issuance cost, except for prepaid insurance, are expensed in the period incurred. Prepaid insurance cost are reported as an asset and amortized in a systematic and rational manner over the duration of the related debt.

Legal debt margin for bond payments are governed by Florida Statutes 200.181. None of the provisions of this chapter limit or restrict the rate or amount of ad valorem taxes levied for the payment of the principal and the interest on any debt service secured by revenue certificates or by bonds for which the full faith and credit of any taxing district may be pledged.

The County reports pollution remediation obligations, in accordance with GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The circumstances under which the County will have to estimate, record, and disclose its expected outlays for pollution remediation include: the pollution is an imminent danger to public health or welfare; the government is in violation of a pollution prevention-related permit or license; the government has been named as a responsible party under Superfund or similar state laws; the government is named in a lawsuit that would require

participation in remediation activities; or the government legally commits itself to conduct remediation activities.

T. Compensated Absences

The County's reporting of accumulated compensated absences complies with GASB Statement No. 16, *Accounting for Compensated Absences.* The County's policy permits eligible employees to accumulate a limited amount of earned but unused leave based on years of employment. While employees are encouraged to use their annual leave in the year that it is earned, unused leave time is paid upon separation of service. Compensated absences are recorded as a liability when the benefits are earned in the government-wide and proprietary fund financial statements. The governmental funds recognize an expenditure at the time payments are made to employees.

U. Other Post Employment Benefits (OPEB)

Under the provisions of GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), the government-wide and proprietary fund financial statements recognize the OPEB expense along with the related liability, deferred outflows and inflows of resources. The OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position. The plan is currently unfunded. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners, the Constitutional Officers, and the Santa Rosa Island Authority.

V. Net Pension Liability

The government-wide and proprietary fund financial statements net pension liability represents the County's proportionate share of the net pension liability of the cost-sharing pension plan in which it participates. The County participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy Program (HIS) which are administered by the Florida Division of Retirement. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, additions/deductions, and information about the fiduciary's net position have been determined on the same basis as they are reported by this cost-sharing plan. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners and the Constitutional Officers.

W. Fund Balance Reporting and Governmental Fund-Type Definitions

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* clarify governmental fund balance classifications and fund-type definitions. The Board of County Commissioners is the County's highest level of decision-making authority. Governmental fund balances are classified either as nonspendable or spendable. Spendable fund balances (restricted, committed, assigned, or unassigned) are further classified below in a hierarchy based on the extent to which there are external and internal constraints on spending of these fund balances. These classifications are described as follows:

Nonspendable fund balance - include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable types consist of inventories, prepaid amounts, long-term amounts of other assets, loans, notes, and advances receivable, and may include property acquired for resale.

Restricted fund balance – include amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or

regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action of an ordinance of the Board of County Commissioners, the highest level of decision making authority. Commitments may be changed or lifted only by the Board of County Commissioners taking the same formal action of an ordinance that imposed the constraint originally.

Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. The Board of County Commissioners or management designee (via action by the Board of County Commissioners) has the authority as the official authorized to assign fund balance to a specific purpose as provided by the fund balance policy. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that the resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned fund balance – is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned amounts are technically available for any purpose. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The County has adopted a formal fund balance policy. It is the County's goal to maintain a targeted minimum unrestricted fund balance (the sum of the Committed, Assigned and Unassigned fund balance) equal to 2 months of the current fiscal year's operating expenditures and transfers out budgeted for the fund. This unrestricted fund balance is needed to cover short-term cash flow variations, economic downturns, or unanticipated events that would adversely affect the financial condition of the County and jeopardize the continuation of necessary public services.

Compliance with the provisions of the fund balance policy is reviewed as part of the annual budget adoption process and revisions to the levels of fund balance can be determined during this process. Budgeting of amounts of unassigned fund balance for the purpose of balancing the budget requires the Board of County Commissioners' approval.

When multiple categories of fund balance are available for expenditures, the County will start with the most restricted category, unless there are legal documents/contracts that prohibit this order, such as grant agreements requiring dollar for dollar spending. Unassigned fund balance is used when expenditures are incurred for purposes which amounts in any classification could be used.

X. Net Position

The net positions of proprietary funds, governmental activities and business-type activities are made up of three components. *Net Investment in Capital Assets* which represents net capital assets less related long-term liabilities; unspent debt proceeds will increase this amount. The *Restricted* component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. The restricted component represents assets that are legally restricted. They include reserve funds, special revenues restricted by statute or ordinance, bond proceeds, and other sources restricted for capital or improvements. The *unrestricted* component of net position is the balance not included in the determination of net investment in capital assets or the restricted component of net position.

NOTE 2 - DEPOSITS AND INVESTMENTS

A. Cash and Cash Equivalents

At September 30, 2019, the County's carrying value of cash and cash equivalents totaled $214,187,859, which is presented as $202,725,259 in the statement of net position and $11,462,600 in the statement of fiduciary net position.

Additionally, funds are placed with the State Board of Administration for participation in the Florida Prime Investment Pool, created by Section 218.405, Florida Statutes. This investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. The County's investment in the Florida Prime Investment Pool, a Security and Exchange Commission (SEC) Rule 2a7-like external investment pool is reported at amortized cost, which is not materially different from fair value. Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant Net Asset Value (NAV) of $1.00 per share, provided that such funds meet certain conditions. The Florida Prime Investment Pool has a dollar weighted average days to maturity "WAM" of 37 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida Prime at September 30, 2019 is 85 days. There are no restrictions on redemptions. The Florida Prime Investment Pool is rated by Standard and Poors. The current rating is AAAm.

The County participates in the Florida Cooperative Liquid Asset Securities System (FLCLASS). This investment pool is a stable NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in FLCLASS is reported at amortized cost, which is not materially different from fair value. FLCLASS has a dollar weighted average days to maturity "WAM" of 54 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2019 is 81 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

The County also participates in the Florida Fixed Income Trust (FL FIT). This investment pool is managed as a Floating NAV and managed to dollar in/dollar out Local Government Investment Pool authorized under Section 218.415, Florida Statutes; and is an intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in the FL FIT cash pool is reported at net asset value. FL FIT has a dollar weighted average days to maturity "WAM" of 135 days as of September 30, 2019. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM to reset. The weighted average life (WAL) of FL FIT at September 30, 2019 is 135 days; this duration is equivalent to WAM to final. There are no restrictions on redemptions. FL FIT is rated by Standard and Poors. The current rating is AAAf.

The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. At September 30, 2019 the carrying amount of the County's cash deposits totaled $128,300,501, cash in money market funds totaled $1,533,984, the County's investment in the Florida Prime Investment Pool totaled $64,023,708, the County's investment in FLCLASS totaled $5,272,603 and the County's investment in FL FIT totaled $15,057,063.

B. Investment Portfolio

The Escambia County Board of County Commissioners and Escambia County Clerk of the Circuit Court and Comptroller (Clerk) formally adopted the comprehensive investment policy in January 2010. The policy was created pursuant to Section 218.415, Florida Statutes and established permitted investments, asset allocation limits, issuer limits, credit ratings requirements, and maturity limits to protect the County's

cash and investment assets. The County maintains a common cash and investment pool for the use of all funds.

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in the County's investment policy. The Board adopted a list of permitted investments by ordinance, and updated the investment policy in May 2018. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, Agency Mortgage-Backed Securities, Asset-Backed Securities, Repurchase Agreements, Commercial Paper, Corporate Notes, Bankers' Acceptances, State and/or local government taxable and/or tax-exempt debt Registered Investment Companies (Money Market Mutual Funds), and Intergovernmental Investment Pools that contain no derivatives. Derivatives and reverse repurchase agreements are not permitted by the County's investment policy.

The County's investment policy provides asset allocation, issuer, and maturity limits to protect the County's cash and investments. The policy allows for a short-term strategy (maturities of 12 months or less) to provide for operating funds and a longer-term strategy (maturities not exceeding 5 years) for the "core" portion of the portfolio. As defined by GASB Statement 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, money market investments are reported at amortized costs rather than fair value. The County's investments as defined by GASB Statement No. 72, *Fair Value Measurement and Application* are reported at fair value based on level 1 inputs for quoted prices for identical investments in active markets.

The Constitutional Officers electing not to adopt a written investment policy are limited to investing funds pursuant to Section 218.415, Florida Statutes, and subsection (17). Those investments include the Local Government Surplus Trust Fund, or any authorized intergovernmental investment pool, SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, and direct obligations of the U.S. Treasury.

The County's investment portfolio consists of $137,009,881 in direct obligations of United States Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, State and/or Local Government debt, and Local Government Investment Pool funds which are reported at fair value in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, and GASB Statement No. 72, *Fair Value Measurement and Application*.

As of September 30, 2019, interest receivable on the County's investment portfolio amounted to $1,139,425.

The County had the following investment types by issuer and effective duration presented in terms of years:

Security Type		Fair Value	Weighted Average Duration (Years)	Credit Rating	Percentage of Portfolio
Short Term Investments:					
United States Treasury Securities	$	13,527,203	0.68	AA+	9.87%
Federal Instruments		5,146,734	0.09	AA+	3.76%
Commercial Paper		0	0.00	A-1+	0.00%
State and/or Local Government Debt		2,859,808	0.03	AA	2.09%
Corporate Notes		2,842,840	0.83	A	2.07%
Total short term investments		24,376,585			17.79%
Long Term Investments:					
United States Treasury Securities		46,503,330	2.18	AA+	33.94%
Federal Instruments		3,473,632	1.58	AA+	2.54%
Corporate Notes		14,120,671	2.24	A+	10.31%
State and/or Local Government Debt		0	0.00	AA	0.00%
Local Government Investment Pool		48,535,663	1.92	AAA	35.42%
Total long term investments		112,633,296			82.21%
Total Fair Value	$	137,009,881			100.00%
Portfolio Weighted Average Duration			1.78		

C. Fair Value of Investments

Escambia County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1*: Quoted prices for identical investments in active markets;
- *Level 2*: Observable inputs other than quoted market prices; and
- *Level 3*: Unobservable inputs

At September 30, 2019, Escambia County had the following recurring fair value measurements.

	9/30/2019	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 14,120,670	$ 14,120,670	$ -	$ -
Corporate Notes - Short Term	2,842,840	2,842,840	-	-
United States Treasury Securities - Long Term	46,503,330	46,503,330	-	-
United States Treasury Securities - Short Term	13,527,204	13,527,204	-	-
Federal Instruments - Long Term	3,473,632	3,473,632	-	-
Federal Instruments - Short Term	5,146,734	5,146,734	-	-
Local Government Investment Pool	48,535,663	48,535,663	-	-
State and/or Local Government Debt - Short Term	2,859,808	2,859,808	-	-
Total debt securities	$ 137,009,881	$ 137,009,881	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - FL Prime	64,023,708			
LGIP - FL FIT	15,057,063			
LGIP - FLCLASS	5,272,603			
Total investments measured at the NAV	84,353,374			
Total investments measured at fair value	**$ 221,363,255**			

D. Interest Rate Risk

The County's investment policy sets limits for investment maturities to match known cash needs and anticipated cash flow requirements. Investments of current operating funds have maturities no longer than twelve (12) months. Core funds, investments of reserves, project funds, debt proceeds, and other non-operating funds have a term appropriate for the needs of the funds in accordance with debt covenants, with a maximum term of five (5) years, and the average duration of the funds as a whole may not exceed three (3) years.

The County utilizes "weighted average duration" as a measurement of interest rate risk; as of September 30, 2019, the investments had a weighted average duration of 1.78 years.

The County had $7,216,527 of securities with embedded options consisting of the option at the discretion of the issuer to call their obligation or pay a stated increase in the interest rate as follows:

CUSIP	Description	Maurity Date	Market Value	Call Schedule	Call Date
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	$1,005,613	Continuous	2/1/2021
438516BM7	Honeywell International (Callable) Notes	11/1/2021	749,696	Continuous	10/1/2021
57636QAF1	Mastercard Inc Corp (Callable) Notes	11/21/2021	753,134	Continuous	10/21/2021
594918BA1	Microsoft Corp (Callable) Notes	2/12/2022	506,863	Continuous	1/12/2022
458140BB5	Intel Corp (Callable) Notes	5/11/2022	1,011,450	Continuous	4/11/2022
037833CO1	Apple Inc Corp (Callable) Notes	5/11/2022	1,011,837	Continuous	4/11/2022
68389XBB0	Oracle Corp (Callable) Notes	5/15/2022	1,012,187	Continuous	3/15/2022
911312BC9	United Parcel Service (Callable) Notes	5/16/2022	504,039	Continuous	4/16/2022
92826CAG7	Visa (Callable) Notes	9/15/2022	661,708	Continuous	8/15/2022
			$7,216,527		

The County's long term portfolio has no federal instrumentalities mortgage pass-through securities.

The Local Government Investment Pool Short-Term Bond Fund contains asset-backed securities rated AAA, and collateralized mortgage obligations.

E. Credit Risk

The County's investment policy permits the following investments, which are limited to credit quality ratings from nationally recognized rating agencies as described below:

- U.S. Government Treasury Securities, U.S. Government Agency, and Federal Instruments.
- Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
- Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "A" by Moody's and a minimum long-term debt rating of "A" by Standard & Poor's.
- Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, if at the time of purchase, the short-term paper is rated, at a minimum "P-1" by Moody's Investors Services and "A-1" by Standard & Poor's.

- Agency Mortgage Backed Securities that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise; and asset backed securities with underlying collateral.

- State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

- Registered Investment Companies (Money Market Mutual Funds) rated "AAAm" by Standard & Poor's or the equivalent by another rating agency.

- Intergovernmental Investment Pool rated "AAAm, AAAf, S1" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2019, the majority of the County's investment securities in the amount of $137,009,881 were all individually rated AAA, AA+, A+ or A by Standard & Poors Rating Services.

The County's $64,023,708 investment in the Florida State Board of Administration's Local Government Surplus Funds Trust Fund (FL PRIME) was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime.

The County's $48,535,663 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Fitch. The current rating as of September 30, 2019 was AAAf, consisting of individually rated securities, primarily AAA rated. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,272,603 investment in Florida Cooperative Liquid Asset Securities System (FLCLASS) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAm. Additional information for FLCLASS can be found at https://www.flclass.com.

The County's $15,057,063 investment in Florida Fixed Income Trust (FL FIT) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2019 was AAAf. Additional information for FL FIT can be found at https://fl-fit.com.

F. Custodial Credit Risk

The County's investment policy requires securities, with the exception of certificates of deposits, to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the County to be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

As of September 30, 2019, the County's securities portfolio was held with a third-party custodian as required by the County's investment policy.

G. Concentration of Credit Risk

The County's investment policy establishes asset allocation and issuer limits on the following investments to reduce concentration of credit risk of the County's investment portfolio:

	Asset Allocation Maximum	Individual Issuer Limit
United States Government Securities	100%	N/A
United States Government Agencies (1)	100%	40%
Federal Instruments (1)	50%	25%
Interest Bearing Time Deposit or Saving Account	50%	15%
Repurchase Agreements	20%	10%
Commercial Paper	25%	5%
Corporate Notes	25%	5%
Agency Mortgage-Backed Securities	25%	25%
Asset-Backed Securities	25%	5%
Bankers' Acceptances	10%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5%
Registered Investment Companies (Money Market Mutual Funds)	50%	25%
Intergovernmental Investment Pool (2)	75%	50%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives

NOTE 3 – CAPITAL ASSETS

A. Changes in Capital Assets

The following show the changes in capital assets of governmental activities:

	Primary Government			
Governmental Activities	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Not Being Depreciated:				
Land	$ 64,511,375	$ 3,308,227	$ -	$ 67,819,602
Construction In Progress	34,264,008	67,235,090	(4,861,583)	96,637,515
Total Capital Assets, Not Being Depreciated	98,775,383	70,543,317	(4,861,583)	164,457,117
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	235,774,341	2,666,943	-	238,441,284
Equipment	144,485,045	9,376,254	(5,162,905)	148,698,394
Intangible Computer Software	8,780,878	2,325	(91,720)	8,691,483
Infrastructure	867,220,907	38,809,385	-	906,030,292
Total Capital Assets Being Depreciated	1,256,261,171	50,854,907	(5,254,625)	1,301,861,453
Less Accumulated Depreciation For:				
Buildings and Improvements	(118,391,853)	(7,287,112)		(125,678,965)
Equipment	(119,520,464)	(7,961,860)	4,763,649	(122,718,675)
Intangible Computer Software	(6,630,792)	(927,289)	91,720	(7,466,361)
Infrastructure	(531,988,527)	(21,937,289)	-	(553,925,816)
Total Accumulated Depreciation	(776,531,636)	(38,113,550)	4,855,369	(809,789,817)
Total Capital Assets, Being Depreciated, Net	479,729,535	12,741,357	(399,256)	492,071,636
Governmental Activities Capital Assets, Net	$ 578,504,918	$ 83,284,674	$ (5,260,839)	$ 656,528,753

The following is a summary of governmental activities depreciation and amortization expense by function. As used in this section, the term depreciation includes amortization of intangible assets:

Depreciation Governmental Activities:	
General Government	$ 5,150,466
Public Safety	8,470,208
Physical Environment	2,998,407
Transportation	15,794,321
Economic Environment	1,007,492
Human Services	102,345
Culture/Recreation	3,132,503
Court Related	1,387,972
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	69,836
Total Depreciation Expense - Governmental Activities	$ 38,113,550

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	4,968,712	3,005	-	4,971,717
Total Capital Assets, Not Being Depreciated	10,761,981	3,005	-	10,764,986
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,341,150	36,630	-	37,377,780
Equipment	27,562,219	3,554,104	(958,127)	30,158,196
Intangible Computer Software	176,255	-	-	176,255
Infrastructure	49,657,042	2,081,660	-	51,738,702
Total Capital Assets Being Depreciated	114,736,666	5,672,394	(958,127)	119,450,933
Less Accumulated Depreciation For:				
Buildings and Improvements	(29,020,174)	(878,610)	-	(29,898,784)
Equipment	(19,307,153)	(2,600,593)	958,086	(20,949,660)
Intangible Computer Software	(176,255)	-	-	(176,255)
Infrastructure	(26,187,327)	(1,635,310)	-	(27,822,637)
Total Accumulated Depreciation	(74,690,909)	(5,114,513)	958,086	(78,847,336)
Total Capital Assets, Being Depreciated, Net	40,045,757	557,881	(41)	40,603,597
Total Business-Type Activities Capital Assets, Net	$ 50,807,738	$ 560,886	$ (41)	$ 51,368,583

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 3,174,177
Inspections Fund	37,500
Emergency Medical Service Fund	1,145,246
Bay Center Fund	757,590
Total Depreciation Expense - Business-type Activities	$ 5,114,513

B. Summaries of Capital Assets

The following summarizes capital assets found on the statement of net position for governmental activities and business-type activities:

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Capital Assets, Not Being Depreciated:			
Land	$ 67,819,602	$ 5,793,269	$ 73,612,871
Construction In Progress	96,637,515	4,971,717	101,609,232
Total Capital Assets, Not Being Depreciated:	164,457,117	10,764,986	175,222,103
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	238,441,284	37,377,780	275,819,064
Equipment	148,698,394	30,158,196	178,856,590
Intangible Computer Software	8,691,483	176,255	8,867,738
Infrastructure	906,030,292	51,738,702	957,768,994
Capital Assets, Being Depreciated:	1,301,861,453	119,450,933	1,421,312,386
Less: Accumulated Depreciation	(809,789,817)	(78,847,336)	(888,637,153)
Total Capital Assets, Being Depreciated, Net:	492,071,636	40,603,597	532,675,233
Total Capital Assets, Net	$ 656,528,753	$ 51,368,583	$ 707,897,336

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2019:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 1,704,262	$ 713,695
County Jail Facility	73,439,610	60,204,696
Environmental Projects	10,813,832	3,816,168
Road & Bridge Projects	40,875,868	12,859,016
Pensacola Beach Projects	3,972,779	414,932
Economic Development Projects	905,486	5,887,288
Parks Projects	536,147	409,477
Vehicles and Equipment	50,055	7,972,167
Transit	-	222,330
Community Redevelopment Projects	198,780	542,187
Disaster Recovery-Flood Projects	291,550	77,765
RESTORE Projects	199,642	1,967,523
Total	$ 132,988,011	$ 95,087,244
Business Type Activities		
Solid Waste Landfill Projects	$ 3,690,437	$ 629,512
Solid Waste Landfill Equipment	-	1,273,534
Total	$ 3,690,437	$ 1,903,046

D. Discretely Presented Component Unit

Capital assets activity for the Santa Rosa Island Authority, a discretely presented component unit, for the year ended September 30, 2019, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2018**	**Increases**	**Decreases**	**Ending Balance 9/30/2019**
Capital Assets, Being Depreciated:				
Buildings	1,110,272	-	(45,663)	1,064,609
Improvements other than Buildings	28,084	10,680	-	38,764
Equipment	236,709	15,870	(4,070)	248,509
Total Capital Assets Being Depreciated	1,375,065	26,550	(49,733)	1,351,882
Less Accumulated Depreciation For:				
Capital Assets	(788,323)	(37,443)	39,399	(786,367)
Capital Assets, Net	$ 586,742	$ (10,893)	$ (10,334)	$ 565,515

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 37,443
Total Depreciation Expense - Component Unit	$ 37,443

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2019 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 143,795	$ 326,417
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	143,795
Non-major Funds:		
Special Revenue Funds	234,669	538,819
Internal Service Fund	630,567	-
	$ 1,009,031	$ 1,009,031

	Advances Receivable from Other Funds	Advances Payable to Other Funds
Major Funds:		
Major Special Revenue Funds:		
Disaster Recovery Fund	$ -	$ 6,644,790
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	9,121,289	-
Non-major Funds:		
Special Revenue Funds	-	2,476,499
	$ 9,121,289	$ 9,121,289

Interfund receivables and payables resulted primarily from revenues accrued in certain funds that are transferred to other funds. Advances consist primarily of transactions between funds to finance operations, provide services, construction of assets and to service debt.

	Transfers In	Transfers Out
Major Funds:		
General Fund	$ 4,349,231	$ 13,704,913
Major Special Revenue Funds:		
CRA	17,500	-
Major Capital Project Fund:		
Local Option Sales Tax (LOST)	-	6,912,244
Major Enterprise Fund:		
Solid Waste Fund	-	529,744
Emergency Medical Service Fund	-	1,793,753
Non-major Funds:		
Special Revenue Funds	9,392,026	5,622,161
Debt Service Funds	13,104,058	-
Enterprise Funds	1,700,000	-
	$ 28,562,815	$ 28,562,815

Transfers to or from other funds are based on budgetary requirements. Transfers are also used to move pledged revenue for debt service from the funds collecting the revenue to the debt service fund as required for bond coverage.

NOTE 5 – OTHER ASSETS

A summary of other assets as of September 30, 2019 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,735	$ 2,272,742	$ 2,285,477
City of Pensacola receivable	-	3,200,000	3,200,000
IHMC loan receivable	-	7,050,000	7,050,000
SRIA loan receivable	-	2,515,000	2,515,000
PDC lease receivable	3,055,064	-	3,055,064
	$ 3,067,799	$ 15,037,742	$ 18,105,541

A. PEDC Receivable

The County has an interlocal agreement with the Pensacola Economic Development Commission (PEDC) to fund the development of the Downtown Technology Park Infrastructure. The majority of the funding source is from Local Option Sales Tax. There is no time limitation on the repayment; however, net proceeds from the sale of each Downtown Technology Park lot will be applied to the outstanding balance.

B. City of Pensacola Receivable

The County has an interlocal agreement with the City of Pensacola relating to the funding of a capital construction project at the Pensacola International Airport to aid in the development and improvement of the local economy. Under this agreement, the County provided $3.2 million to the City to assist with this project and the funds are required to be repaid no later than December 31, 2019.

C. IHMC Note Receivable

On November 14, 2013, the County and the Florida Institute for Human and Machine Cognition, Inc., (IHMC) entered into an agreement whereby the County's LOST Fund committed to loan up to $12 million to IHMC for paying off existing indebtedness and expansion of facilities in downtown Pensacola. During prior years IHMC borrowed $11,994,700, and the remaining $5,300 was utilized to pay debt service. On November 28, 2018, the County restructured the loan to an effective yield rate of 1.98%-3.25% payable to the County over the remaining 15 year period from the inception of the agreement. The principal balance owed at September 30, 2019 was $7,050,000. IHMC is committed to making the following payments to the County under the payment plan:

Year	Principal	Interest	IHMC Payment Schedule
2020	$ 660,000	$ 352,500	$ 1,012,500
2021	690,000	319,500	1,009,500
2022	715,000	285,000	1,000,000
2023	745,000	249,250	994,250
2024	780,000	212,000	992,000
2025-2028	3,460,000	441,750	3,901,750
	$ 7,050,000	$ 1,860,000	$ 8,910,000

D. SRIA Note Receivable

On September 30, 2014, the County and the Santa Rosa Island Authority (SRIA) entered into an interlocal agreement for the County to provide up to $8.5 million of financing for sand re-nourishment and restoration on Santa Rosa Island. During prior years, SRIA borrowed the entire $8.5 million under this agreement at a variable interest rate. The loan is payable to the County over a 7 year period requiring fixed payments on the assumption that all $8.5 million was drawn by SRIA at inception of the agreement. The principal balance owed at September 30, 2019 was $2,515,000. SRIA is committed to making the following payments to the County under the payment plan:

Year	
2020	1,250,000
2021	1,265,000
	$ 2,515,000

E. PDC Capital Lease Receivable

The County has a capital lease agreement with Pensacola Developmental Center (PDC) for 7.08 acres of property and buildings used as an intermediate care facility for the developmentally disabled. The lease provides for transfer of ownership of the buildings and property at the conclusion of the lease. Terms of the lease include monthly payments of principal and interest at 5% per annum. The lease expires June 30, 2036.

The remaining lease payments are a deferred inflow of resources of the General Fund. As of September 30, 2019 future lease payments totaling $3,055,064 consists of principal of $2,066,335, and interest of $988,729. In the government-wide financial statements, only the interest is reported as a deferred inflow.

The future capital lease receivable and the net present value of the minimum lease payments as of September 30, 2019, were as follows:

Capital Lease Receivable		
Balance 10/01/2018	$	2,143,309
Additions		-
Principal reductions		(76,974)
Balance 09/30/2019	$	2,066,335

Future Lease Payments		
2020	$	182,392
2021		182,392
2022		182,392
2023		182,392
2024		182,392
2025-2036		2,143,104
Total minimum lease payment		3,055,064
Less: amount representing interest		(988,729)
Present value of minimum lease payments	$	2,066,335

NOTE 6 - LONG TERM LIABILITIES

A. Schedule of Changes in Long Term Liabilities

The County's outstanding long-term debt includes bonds payable, revenue notes payable, claims payable, compensated absences, other post employment benefits, net pension liability-proportionate share, claims and judgments, accrued landfill closure costs, and remediation costs.

The following is a schedule of changes in the County's long term liabilities for the fiscal year ended September 30, 2019:

	Balance 10/1/18	Additions	Reductions	Balance 9/30/2019	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 115,545,000	$ 41,545,000	$ (41,200,000)	$ 115,890,000	$ 3,270,000
Revenue notes payable	50,484,000	-	(13,119,000)	37,365,000	3,355,000
Bonds/notes payable	166,029,000	41,545,000	(54,319,000)	153,255,000	6,625,000
Unamortized Bond Issue Premiums	10,228,121	5,318,882	(692,604)	$ 14,854,399	-
Total bonds/notes payable	176,257,121	46,863,882	(55,011,604)	168,109,399	6,625,000
Claims payable	9,971,921	1,982,591	(2,476,512)	9,478,000	2,916,000
Compensated absences	27,052,325	14,955,911	(15,595,179)	26,413,057	2,641,306
Net other post employment benefits	19,388,287	-	(30,421)	19,357,866	-
Net pension liability *	183,891,998	28,169,705	-	212,061,703	-
Pollution remediation obligation	180,000	-	-	180,000	120,000
Governmental activities long-term liabilities	$ 416,741,652	$ 91,972,089	$ (73,113,716)	$ 435,600,025	$ 12,302,306
Business-type Activities:					
Compensated absences	$ 1,361,491	$ 848,543	$ (999,940)	$ 1,210,094	$ 120,502
Net other post employment benefits*	926,077	36,068	(121)	962,024	-
Net pension liability	16,335,633	2,574,777	-	18,910,410	-
Landfill closure costs	16,483,068	1,150,451	-	17,633,519	77,116
Business-type activities Long-term liabilities	$ 35,106,269	$ 4,609,839	$ (1,000,061)	$ 38,716,047	$ 197,618

* presented net increases (decreases)

Compensated absences, other net post employment benefits, and net pension liability will be liquidated in future periods primarily by the General Fund.

B. Bonds and Notes Payable

The County has revenue bonds and revenue notes payable outstanding at year end. There are no lines of credit issued for the County. There are no significant, finance-related consequences, or subjective acceleration clauses contained in the County debt issues. The Sales Tax Refunding Revenue Note, Series 2012 is subject to mandatory prepayment at the option of the note holder on 10/1/2027, and thereafter. The County revenue bonds have been issued as public offerings. The County revenue notes are not issued directly to investors or lenders, but are issue issued through a financial intermediary; note terms are not directly negotiated by the County with the investor or lender. The County bonds and notes are not direct borrowing or direct placement debt. As of September 30, 2019, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2019:

	Purpose of Issue	Amount Issued	Amount Outstanding	Interest Rates	Final Maturity
Governmental Activities:					
Revenue Bonds:					
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	77,050,000	2%-5%	10/1/2047
Capital Improvement Refunding Revenue Bond					
Series 2018	Capital Project	$ 41,545,000	$ 38,840,000	5.000%	10/1/2031
Total Revenue Bonds			115,890,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 34,850,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	-	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	2,515,000	1.390%	10/1/2021
Total Revenue Notes			37,365,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 153,255,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2019. There are no assets pledged as collateral for debt. The following table reports the revenues, sometimes net of related operating expenses, pledged for each debt issue, the amount of such revenues received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds and notes at September 30, 2019:

Governmental Activities	**Revenue Pledged**	**Current Year Total Revenue**	**Pledged Outstanding Principal & Interest**	**Estimated Revenue Percentage Pledged**	**Principal & Interest Paid**	**Maturity Calandar Year**
Revenue Bonds and Notes:						
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	$ 27,392,846	$ 150,527,500	19.6%	$ 4,197,000	2047
Capital Improvement Refunding Revenue Bond Series 2018	Non-Ad valorem	4,789,509	51,820,750	90%	4,453,352	2031
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	27,392,846	42,587,353	12.0%	3,107,512	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	10,633,148	-	-	1,290,307	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,282,556	2,567,542	100%	1,282,056	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 247,503,145		$ 14,330,227	

D. Compensated Absences

Compensated absences are accrued in proprietary funds at year end. The County does not accrue compensated absences in governmental funds; however, compensated absences paid in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of compensated absences as of September 30, 2019:

	Balance 10/1/18	Additions	(Reductions)	Balance 9/30/19
Governmental Activities:				
Board of County Commissioners	$ 13,243,143	$ 6,847,535	$ (7,764,930)	$ 12,325,748
Clerk	559,786	328,936	(283,230)	605,492
Property Appraiser	410,246	347,432	(332,729)	424,949
Supervisor of Elections	193,134	34,684	(109,151)	118,667
Sheriff	11,227,590	6,373,266	(6,118,846)	11,482,010
Tax Collector	456,007	414,498	(340,969)	529,536
Internal Service Fund - BCC	275,436	152,520	(193,230)	234,726
Internal Service Fund - Clerk	686,983	457,040	(452,094)	691,929
	$ 27,052,325	$ 14,955,911	$ (15,595,179)	$ 26,413,057
Business-type Activities:				
Solid Waste Fund	$ 517,806	$ 204,049	$ (254,095)	$ 467,760
Inspection Fund	354,337	168,133	(194,893)	327,577
Emergency Medical Service Fund	489,348	476,361	(550,952)	414,757
	$ 1,361,491	$ 848,543	$ (999,940)	$ 1,210,094

E. Other Post Employment Benefits (OPEB)

Other Post Employment Benefits (OPEB) are accrued in proprietary funds at year end. The County does not accrue OPEB in governmental funds; however, these benefits in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of OPEB as of September 30, 2019:

	Balance 10/1/18	Additions	(Reductions)	Balance 9/30/19
Governmental Activities:				
Governmental Activities	$ 19,388,287	$ -	$ (30,421)	$ 19,357,866
	$ 19,388,287	$ -	$ (30,421)	$ 19,357,866
Business-type Activities:				
Solid Waste Fund	$ 190,950	$ 1,994	$ -	$ 192,944
Emergency Medical Service Fund	591,226	34,074	-	625,300
Inspections Fund	143,901	-	(121)	143,780
	$ 926,077	$ 36,068	$ (121)	$ 962,024

F. Net Pension Liability (NPL)

The following is a summary schedule of the net pension liability as of September 30, 2019:

Net pension liability FRS

	Balance 10/1/18	Increase (Decrease)	Balance 9/30/19
Governmental Activities:			
Governmental Activities	$ 148,369,438	$ 25,181,774	$ 173,551,212
	$ 148,369,438	$ 25,181,774	$ 173,551,212
Business-type Activities:			
Solid Waste Fund	$ 1,535,116	$ 216,710	$ 1,751,826
Inspections Fund	1,291,186	174,108	1,465,294
Emergency Medical Service Fund	10,435,013	1,910,854	12,345,867
	$ 13,261,315	$ 2,301,672	$ 15,562,987
Total NPL FRS	**$ 161,630,753**	**$ 27,483,446**	**$ 189,114,199**

Net pension liability HIS

	Balance 10/1/18	Increase (Decrease)	Balance 9/30/19
Governmental Activities:			
Governmental Activities	$ 35,522,560	$ 2,987,931	$ 38,510,491
	$ 35,522,560	$ 2,987,931	$ 38,510,491
Business-type Activities:			
Solid Waste Fund	$ 387,359	$ 25,714	$ 413,073
Inspections Fund	298,126	20,659	318,785
Emergency Medical Fund	2,388,833	226,732	2,615,565
	$ 3,074,318	$ 273,105	$ 3,347,423
Total NPL HIS	**$ 38,596,878**	**$ 3,261,036**	**$ 41,857,914**
Governmental Activities:	$ 183,891,998	$ 28,169,705	$ 212,061,703
Business-type Activities:	16,335,633	2,574,777	18,910,410
Total NPL	**$ 200,227,631**	**$ 30,744,482**	**$ 230,972,113**

G. Debt Service Requirements

The following schedule shows debt service requirements to maturity for the County's bonds payable and notes payable:

Governmental Activities:

Fiscal Year	Revenue Bonds Payable		Revenue Notes Payable		Total
	Principal	Interest	Principal	Interest	
2020	3,270,000	5,613,700	3,355,000	1,034,109	13,272,809
2021	3,405,000	5,455,450	3,430,000	953,818	13,244,268
2022	3,555,000	5,285,200	2,230,000	874,333	11,944,533
2023	3,715,000	5,107,450	2,290,000	810,574	11,923,024
2024	3,875,000	4,921,700	2,355,000	747,140	11,898,840
2025-2029	21,120,000	21,527,500	12,820,000	2,677,451	58,144,951
2030-2034	15,660,000	16,675,750	10,885,000	692,470	43,913,220
2035-2039	19,350,000	12,640,600	-	-	31,990,600
2040-2044	24,270,000	7,713,250	-	-	31,983,250
2045-2047	17,670,000	1,517,650	-	-	19,187,650
Total	$ 115,890,000	$ 86,458,250	$ 37,365,000	$ 7,789,895	$ 247,503,145

The following schedule shows the minimum and maximum future principal installments:

Governmental Activities:	**Annual Principal Installment Amounts**			
Revenue Bonds:				
Sales Tax Revenue Bond, Series 2017	$ 525,000	to	$	6,180,000
Capital Improvement Refunding Revenue Bond, Series 2018	$ 2,745,000	to	$	3,830,000
Revenue Notes:				
Sales Tax Refunding Revenue Note, Series 2012	$ 2,105,000	to	$	5,225,000
Capital Improvement Revenue Note, Series 2014	$ 1,250,000	to	$	1,265,000

The following table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion of or a covenant to budget and appropriate Non-Ad Valorem Revenues for the Capital Improvement Revenue Refunding Bond, Series 2018:

	Capital Improvement Revenue Refunding Bond, Series 2018				
Year	Principal	Interest	Total Debt Service	Outstanding Other Non-Ad Valorem Debt Service (1)	Total Non-Ad Valorem Debt Service
10/1/2020	2,745,000	1,942,000	4,687,000	8,585,808	13,272,808
10/1/2021	2,860,000	1,804,750	4,664,750	8,579,518	13,244,268
10/1/2022	2,980,000	1,661,750	4,641,750	7,302,783	11,944,533
10/1/2023	3,110,000	1,512,750	4,622,750	7,300,274	11,923,024
10/1/2024	3,240,000	1,357,250	4,597,250	7,301,590	11,898,840
10/1/2025	3,370,000	1,195,250	4,565,250	7,300,465	11,865,715
10/1/2026	3,525,000	1,026,750	4,551,750	7,297,881	11,849,631
10/1/2027	3,680,000	850,500	4,530,500	7,296,687	11,827,187
10/1/2028	3,830,000	666,500	4,496,500	7,298,014	11,794,514
10/1/2029	3,035,000	475,000	3,510,000	7,297,904	10,807,904
10/1/2030	3,165,000	323,250	3,488,250	7,299,920	10,788,170
10/1/2030	3,300,000	165,000	3,465,000	7,297,650	10,762,650
10/1/2032	-	-	-	9,571,501	9,571,501
10/1/2033	-	-	-	6,394,950	6,394,950
10/1/2034	-	-	-	6,395,950	6,395,950
10/1/2035	-	-	-	6,398,950	6,398,950
10/1/2036	-	-	-	6,398,450	6,398,450
10/1/2037	-	-	-	6,399,200	6,399,200
10/1/2038	-	-	-	6,395,700	6,395,700
10/1/2039	-	-	-	6,398,300	6,398,300
10/1/2040	-	-	-	6,394,300	6,394,300
10/1/2041	-	-	-	6,394,800	6,394,800
10/1/2042	-	-	-	6,399,300	6,399,300
10/1/2043	-	-	-	6,397,050	6,397,050
10/1/2044	-	-	-	6,397,800	6,397,800
10/1/2045	-	-	-	6,395,800	6,395,800
10/1/2046	-	-	-	6,395,550	6,395,550
10/1/2047	-	-	-	6,396,300	6,396,300
Total	38,840,000	12,980,750	51,820,750	195,682,395	247,503,145

(1) Includes debt service on the County's Sales Tax Refunding Revenue Note, Series 2012, Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Revenue Note, Series 2014.

H. Long-Term Debt – Bonds and Notes

The **Sales Tax Refunding Revenue Note, Series 2012** in the aggregate amount of $48,040,000 was issued on August 1, 2012. The Note has a fixed interest rate of 2.820% and a maturity date of October 1, 2032. The proceeds of the 2012 Note refunded on a current basis the balance of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the local Government Half-Cent Sales Tax.

The **Tourist Development Refunding Revenue Note, Series 2012** in the aggregate amount of $8,406,000 was issued on November 19, 2012. The note has a fixed interest rate of 1.599% and a maturity date of October 1, 2019. The proceeds of this note advance refunded the Tourist Development Revenue Refunding Bond, Series 2002; authorized for the purpose of the acquisition, construction, reconstruction of certain transportation facilities and certain beach nourishment improvements. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues, and certain pledged revenues consisting of amounts received by the County as proceeds of the local Tourist Development Tax.

The **Capital Improvement Revenue Note, Series 2014** in the amount of $8,500,000 was issued on September 30, 2014. The Note has a fixed interest rate of 1.390% and a maturity date of October 1, 2021. The proceeds of this note, in addition to matching funds approved by the State of Florida, were used to re-nourish 8.2 miles of Pensacola Beach located on Santa Rosa Island. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Sales Tax Revenue Bond, Series 2017** for a par amount of $78,060,000 and a net premium of $10,682,424 was issued on June 22, 2017. The bonds have coupon rates ranging from 2% to 5%, with the yield ranging from .93% to 3.69% and a maturity date of October 1, 2047. The proceeds of this bond are reported in the 2017 Capital Projects fund and are being used for the construction of the new Jail Facility. The bond is secured by certain pledged revenues consisting of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax. As of September 30, 2019 there were unspent proceeds and net premium of $45,429,170.

Bond compliance updates for the Sales Tax Revenue Bond, Series 2017 consist of:

- Historical sales tax revenue, which can be found in the Statistical Section (schedule 12).
- Pro forma debt service coverage from sales tax revenue, which can be in the Statistical Section (schedule 13)

The **Capital Improvement Refunding Revenue Bond, Series 2018** for a par amount of $41,545,000 and a net premium of $5,318,882 was issued on November 28, 2018. The bonds have an average coupon rate 5%, with a true interest cost of 2.978988% and a maturity date of October 1, 2031. The Bonds are secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues, and will use the same source of pledged revenue as the refunded issues. The proceeds of this bond are reported in the debt service fund and used to current refund the following three issues:

- The Sales Tax Refunding Revenue Bond, Series 2011 which was issued in the aggregate amount of $29,535,000 on October 21, 2011. The proceeds of this bond were used to advance refund a portion of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond was secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax.

- The Capital Improvement Refunding Revenue Bond, Series 2011 which was issued in the aggregate amount of $19,345,000 on December 9, 2011. The proceeds of this 2011 Bond were used to advance refund all of the outstanding Capital Improvement Revenue Bonds Series 2002. The Bond was secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues.

- The Capital Improvement Revenue Note, Series 2013 which was issued in the aggregate amount of $12,000,000 on November 14, 2013. The proceeds of this note reimbursed the LOST fund for acquisition and construction of certain transportation and drainage related capital improvements of the County. The Note was secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

Bond compliance updates for the Capital Improvement Refunding Revenue Bond, Series 2018 consist of:

- Historical Non-Ad Valorem Revenues, which can be found in the Statistical Section (schedule 14).
- Debt Service Requirements, which can be found in Note 6 of this financial statement.
- Compliance with Anti-Dilution Test, which can be found in the Statistical Section (schedule 15).

I. Current Year Defeased Debt

During the current year, the County issued at par $41,545,000 of Series 2018 Capital Improvement Refunding Revenue Bonds with an average coupon rate of 5% and a true interest cost of 2.979%. The current refunding proceeds were used to repay the following previously issued debt:

- $12,435,000 of outstanding Series 2011 Capital Improvement Refunding Bonds with an interest rate of 3.78%.
- $21,410,000 of outstanding Series 2011 Sales Tax Refunding Revenue Bonds with a with a variable interest rate ranging between 2.0% and 5.0%
- $7,700,000 of outstanding Series 2013 Capital Improvement Revenue Note with an interest rate of 3.861%.

The gross proceeds of $41,545,000 plus a premium of $5,318,882, were deposited in the County's debt service fund to make payments of $309,882 in bond counsel fees and issuance costs, and to repay the two 2011 Series Bonds and, the 2013 Series Note. As a result, these series bonds and note are considered to be defeased and, the liability for those bonds and note has been removed from the government-wide statement of net position.

The refunding resulted in a premium of $5,318,882. In the government-wide financial statements, bond premiums and discounts are amortized over the term of the bonds using the straight-line (bonds outstanding) method, which approximates the effective interest method. Bond premiums/discounts are presented as additions/reductions to the face amount of bonds payable. On the governmental fund financial statements, bond premiums and discounts are recognized in the period when the debt is issued. Note premiums are presented as an addition to the face of the notes payable. The County completed the current refunding to reduce its total debt service payments over the next thirteen years by $2,395,456 and to obtain an economic gain (difference between the present values of the old and new debt service payments) of $1,982,426.

J. Arbitrage Liability

This liability represents the excess of interest earned from the investment of certain debt proceeds and pledged revenues over the yield rate of the applicable debt. The Sales Tax Revenue Bond, Series 2017 has an arbitrage yield rate of 3.174739%. Pursuant to Section 148 (f) of the U.S. Internal Revenue Code, the County must rebate any excess to the United States Government. Arbitrage rebate, if any is due and payable on each five-year anniversary of the respective bond issue. For the fiscal year ended September 30, 2019, there is no arbitrage liability outstanding.

K. Conduit Debt Obligations

Conduit debt obligations have been established in the County's name by private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans and leases. Neither the County, nor the State, nor any political subdivision thereof, is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of September 30, 2019, the outstanding conduit debt of Escambia County is $378,950,000.

L. Landfill Closure and Postclosure Care Liability

State and federal laws and regulations require the County to place a final cover on its landfill when closed and to perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. The cost of closure and postclosure care is allocated based on landfill capacity used to date and the type of waste being collected. The Beulah, Klondike, Mobile Highway, and Camp Five landfills are closed. Perdido Landfill is the only currently open landfill. Perdido Landfill design life is 66 years and future landfill cells will provide disposal capacity through 2055.

As of September 30, 2019, Perdido Landfill's Class I capacity is at 45.45%, leaving an estimated life of thirty seven (36) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2019, is $17,633,519. The remaining closure and postclosure costs to be recognized, based upon the current engineering estimates are $20,976,325, and will be recognized as the remaining estimated capacity is used. All amounts recognized are based on an estimate by the County's engineers of the cost to perform all closure and postclosure care as of September 30, 2019. Actual costs may be different due to inflation, deflation, changes in technology, or changes in laws and regulations. The landfill is in the process of expansion to add additional capacity and useful life.

The County is required by state and federal laws and regulations to establish escrow accounts for closure and postclosure costs of the landfill. The County has complied with these requirements by depositing required amounts into a landfill management escrow account. Any balance in the account is reported as a restricted asset on the statement of net position of the Solid Waste Enterprise Fund. The restricted escrow balance as of September 30, 2019 is $9,723,660.

Closure and Postclosure Care Liability:

	2019	2018
Current	$ 77,116	$ 74,693
Long-term	17,556,403	16,408,375
Total Liability	$ 17,633,519	$ 16,483,068

M. Pollution Remediation Obligation

The County has identified potential pollution sites within the County which may require remediation. The county tracks, but does not report a liability for sites which are part of the State of Florida Department of Environmental Protection (FDEP) cleanup program funded by the State. Information on these locations and on scoring of projects is located on the FDEP website at www.dep.state.fl.us./waste.

The former Escambia County Mosquito Control Facility pollution remediation expenditures were approximately $31,000 during fiscal year 2019. Revised estimates for projected costs through 2020 are $100,000.

Pollution remediation obligations are an estimate and subject to changes resulting from price increases or reductions, technology or changes in applicable laws or regulations. The government does not expect to recover any amounts for remediation cost from any other party. The total pollution remediation obligation reported at September 30, 2019 in the governmental activities statement of net position is estimated to be approximately $180,000.

NOTE 7 - RISK MANAGEMENT PROGRAM

The County maintains a risk management program whereby the County is responsible for specific workers' compensation, general property and casualty, and auto liability claims. The risk management program is additionally responsible for active employee and retiree medical, prescription drug, and dental plans. The Santa Rosa Island Authority and Escambia County Law Library Board are also covered through the County's risk management program. The following are the types of risks and coverage:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. The County was self-insured for workers compensation claims prior to 2008. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – The County is self-insured for liability. Limits, unless immunity is waived, are $200,000 per claim with a $300,000 aggregate limit pursuant to Florida's Sovereign Immunity Statute § 768.28. Property limits are $75 million for all risks including flood and wind with a $25,000 deductible per occurrence.

Medical – The County offers medical and dental benefits to employees and retirees, under self-insured plans administered by Florida Blue and Delta Dental. Effective January 1, 2016 medical limits are self-insured for $250,000 annually per covered individual, with annual $1,000,000 aggregate stop loss coverage.

The County currently reports all of its risk management activities, including claims liabilities, in the Internal Service Fund. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities on workers compensation, casualty and property claims prior to June 9, 2008 include an amount for claims that have been incurred but not reported (IBNR). The claims liabilities totaling $9,478,000 reported in the Internal Service Fund at September 30, 2019 are actuarially determined based on historical and current information regarding the Fund. There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

Changes in the estimated liability for self-insured losses for the past two years are as follows:

Workers compensation, casualty & property:

	2019	2018
Unpaid claims, beginning	$ 8,272,921	$ 8,680,464
Claims incurred and changes in estimates	1,861,591	1,260,869
Less: claims paid	(2,476,512)	(1,668,412)
Unpaid claims, ending	$ 7,658,000	$ 8,272,921
Estimated claims due within one year	(1,096,000)	(1,469,831)
Estimated claims due longer than one year	$ 6,562,000	$ 6,803,090

Medical:

	2019	2018
Unpaid claims, beginning	$ 1,699,000	$ 1,105,000
Changes in estmates	121,000	594,000
Claims incurred	23,123,384	22,596,188
Less: claims paid	(23,123,384)	(22,596,188)
Unpaid claims, ending	$ 1,820,000	$ 1,699,000
Estimated claims due within one year	(1,820,000)	(1,699,000)
Estimated claims due longer than one year	$ -	$ -

NOTE 8 - RETIREMENT SYSTEM

The County participates in the Florida Retirement System (FRS) which is a cost sharing multiple employer contributory retirement system administered by the State of Florida (State). The FRS was established in 1970 by Chapter 121, Florida Statutes. In 2002 the FRS was amended to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. Chapter 112, Florida Statutes established the Retiree Health Insurance Subsidy (HIS) Program, a cost–sharing multiple employer defined benefit pension plan to assist retired members of any state-administered retirement system in paying the cost of health insurance.

The State of Florida Retirement System issues a publicly available stand-alone financial report (CAFR) which includes financial statements and required supplementary information. Also available are the pension systems actuarial reports to support the schedules of employer allocations and schedules of pension amounts by employer. These reports are available on the division's website at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The CAFR and actuarial reports may also be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000

850-488-5706 or toll free 844-377-1737

There are six classes of membership applicable to the County. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5 percent benefit reduction for each year prior to the normal retirement age.

- ***Regular Class, Senior Management Service Class, and Elected Officers' Class Members –*** For members initially enrolled in the FRS before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.

- ***Special Risk Class and Special Risk Administrative Support Class Members*** – For members initially enrolled in the FRS before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty- five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

- **The Deferred Retirement Option Program (DROP)** is available under the FRS Pension Plan when the member first reaches eligibility for normal retirement. The DROP allows a member to retire while continuing employment for up to 60 months.

FRS Membership and Plan Benefits - The FRS Pension Plan provides retirement and disability benefits, death benefits and survivor's benefits. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are established by State Statutes. Retirement benefits are based on a formula comprised of age, average compensation, length of FRS service, and membership class. Average compensation is computed as the average of an individual's five highest years of earnings for employees hired before July 1, 2011 or eight highest years of earnings for employees hired on or after July 1, 2011. The amount of benefit payments is also affected by the retirement income option chosen by the plan participant.

Pension plan participants may choose to receive benefit in retirement under one of four options which will include a 3% cost-of-living adjustment each July (adjustments are only applicable for FRS service earned prior to July 1, 2011).

If a pension plan participant leaves FRS-covered employment, the pension plan benefit is frozen until the employee returns to FRS-covered employment or begins receiving early or normal retirement benefit.

HIS Membership and Plan Benefits - The HIS membership is available to all members within the FRS and defined contribution Investment Plan. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to section 112.363 Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Contribution Requirements -The County is required to contribute at an actuarially determined rate; these rates are a percent of annual covered payroll. Employees are required to contribute 3% of their annual salary, while members participating in DROP are not required to make the 3% contribution. The County's contractually required contribution rate includes the HIS contribution, .06% administrative and educational fee and any applicable unfunded actuarial liability "UAL" rates. The HIS required contribution rate is 1.66% for both the 2018 and 2019 FRS plan years. This contribution when combined with the employee contribution is expected to finance the cost of the benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Descriptions and contribution rates in effect during the period ended September 30, 2019 and two preceding FRS fiscal years are as follows:

	7/1/19-9/30/19	7/1/18-6/30/19	7/1/17-6/30/17	7/1/16-6/30/16
Regular Class - Members not qualifying for other classes:	8.47%	8.26%	7.92%	7.52%
Senior Management:	25.41%	24.06%	22.71%	21.77%
Elected Officials Class:	48.82%	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP):	14.60%	14.03%	13.26%	12.99%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	25.48%	24.50%	23.27%	22.57%
Special Risk Administrative Support:	38.59%	34.98%	34.63%	28.06%

For the years ending September 30, 2019, 2018, 2017, the County contributed $20,797,709, $19,300,469, and $17,499,025, respectively, equal to 100% of the required contributions for each year.

The Florida Legislature has the authority for establishing or amending retirement legislation and related bills of significance to members of the Florida Retirement System (FRS). Passed bills are presented to the Governor and approved before they may be enacted into law.

Net pension liability, deferred outflows/inflows of resources and pension expense related to the County defined benefit pension plan

At September 30, 2019, the County reported a liability of $230,972,113 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The County's proportion of the net pension liability was based on the County's long-term share of contributions to the FRS relative to the contributions of all participating governments. At June 30, 2019, the County's change in proportion was decreased from its proportion measured as of June 30, 2018.

The following table presents the information on the County's proportionate share of the FRS and HIS:

	FRS	HIS	County Total
Proportionate Share of Net Pension Liability at June 30, 2019	$ 189,114,199	$ 41,857,914	$ 230,972,113
County's proportion at June 30, 2019	0.0054913	0.0037410	
County's proportion at June 30, 2018	0.0053661	0.0036467	
Change in proportion during current year	0.0001252	0.0000943	

For the fiscal year ended September 30, 2019, the County recognized pension expense of $31,362,449.

At September 30, 2019, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS		County Total
	Deferred Outflow	Deferred Inflow	Deferred Outflow	Deferred Inflow	Deferred Outflow (Deferred Inflow)
Differences between expected and actual experience	$ 11,216,904	$ 117,363	$ 508,411	$ 51,251	$ 11,556,701
Changes in assumptions	48,572,663	-	4,846,751	3,421,125	49,998,289
Net difference between projected and actual earnings on pension plan investments	-	10,462,784	27,010	-	(10,435,774)
Changes in proportion and differences between County contributions and proportionate share of contributions	8,256,955	4,317,947	3,280,130	1,676,210	5,542,928
County contributions subsequent to the measurement date	4,094,130	-	480,660	-	4,574,790
	$ 72,140,652	$ 14,898,094	$ 9,142,962	$ 5,148,586	$ 61,236,934

The $4,574,790 reported as deferred outflows related to pensions resulting from the County's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. The significant change in assumption was the decrease in the discount rate. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Reporting year Ending Sept 30,	FRS	HIS	County Total Deferred Outflow (Deferred Inflow)
2020	$ (19,274,778)	$ (1,497,411)	$ (20,772,189)
2021	(5,814,609)	(1,198,423)	(7,013,032)
2022	(14,048,643)	(656,013)	(14,704,656)
2023	(10,597,778)	476,372	(10,121,406)
2024	(2,733,121)	(86,530)	(2,819,651)
Thereafter	(679,499)	(551,711)	(1,231,210)
TOTALS	$ (53,148,428)	$ (3,513,716)	$ (56,662,144)

The total FRS pension liability as of the actuarial valuation date of July 1, 2019 was determined based on the discount rate using the following actuarial assumptions, applied to all periods included in the measurement. The total pension liability is calculated using the Individual Entry Age Normal cost allocation method, which differs from the Ultimate Entry Age Normal cost allocation method used in the funding valuation for the system.

FRS actuarial methods and assumptions are:

Valuation Date	7/1/2019
Measurement Date	6/30/2019
Actuarial cost allocation method	Individual Entry Age Normal
Amortization method	Level Percentage of Pay, Closed
Equivalent single amortization period	30 years
Asset valuation method	Fair market value
Actuarial Assumptions:	
Discount rate	6.90%
Long-term expected rate of return, net of investment expense, including inflation	6.90%
Municipal bond rate	N/A
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the PUB2010 base table, projected generationally with Scale MP-2018.

HIS actuarial methods and assumptions are:

Valuation Date	7/1/2019
Measurement Date	6/30/2019
Actuarial Assumptions:	
Discount rate	3.50%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.50%
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

The actuarial assumptions that determined the total pension liability as of June 30, 2019 were based on the results of an actuarial experience study for the period of July 1, 2013 – June 30, 2018.

The discount rate used for calculating the total FRS pension liability was 6.9%, The FRS plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

The long term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of returns for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	2.9%	2.9%	1.8%
Fixed income	18%	4.4%	4.3%	4.0%
Global equity	54%	7.6%	6.3%	17.0%
Real estate	11%	6.6%	6.0%	11.3%
Private equity	10%	10.7%	7.8%	26.5%
Strategic investments	6%	6.0%	5.7%	8.6%
	100.0%			
Assumed Inflation - Mean			2.6%	1.9%

(1) As outlined in the Plan's investment policy

Sensitivity of the County's proportionate share of the pension liability to changes in the discount rate is calculated using the discount rate for the respective plans, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

FRS Net Pension Liability (Asset)		
1% Decrease 5.90%	Current Discount Rate 6.90%	1% Increase 7.90%
$ 326,915,475	$ 189,114,199	$ 74,026,824

HIS Net Pension Liability (Asset)		
1% Decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
$ 47,782,955	$ 41,857,914	$ 36,923,026

Detailed information about the pension plan's fiduciary net position is available in the separately issued FRS financial report.

NOTE 9 - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

Other postemployment benefits are provided by the County in the form of life and health insurance for pre-Medicare eligible retirees at the same rate as active participants. In health insurance plans where a government's retirees and current employees are insured together as a group, the premiums paid by the retirees may be lower than they would have been if the retirees were insured separately. This is called an *implicit rate subsidy*. Under this single-employer OPEB plan, benefit provisions are essentially the same for the Board of County Commissioners and all of the other Constitutional Officers, except for the Sheriff, who maintains a separate health insurance contract and therefore has different costs associated with the premium payments on behalf of the Sheriff's employees.

A stand-alone financial report is not prepared for the OPEB plan.

The County has the authority to establish and amend the OPEB funding policy, and is not required by law or other contractual agreement to provide funding for the implicit rate subsidy other than the pay-as-you-

go amount necessary to provide current benefits for participants in its health insurance plan. Post-employment benefits are extended to retirees and continued at the discretion of the Employer, which reserves the right (subject to State Statutes and any collective bargaining agreements) to change or terminate benefits and to change premium contributions required from retirees in the future. There is no separate trust through which benefits for retirees are funded. No assets are currently accumulated or earmarked for this purpose. All approved benefits are paid from the Employer's general assets when due.

The County is required to recognize the net OPEB liability and the OPEB expense on it's financial statements, along with the related deferred outflows and inflows of resources. The net OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position.

The following table provides a summary of the number of participants covered by the benefit terms as of the September 30, 2018 measurement date:

Active plan members	2,272
Inactive plan members or beneficiaries currently receiving benefits	1,473
Inactive plan members entitled to but not yet receiving benefits	0
Total plan members	3,745

Total OPEB Liability and Changes in OPEB Liability

The County's total OPEB liability of $20,319,890 was determined by an actuarial valuation as of September 30, 2017, and was "rolled" forward to the September 30, 2018 measurement date. These liabilities are used for the reporting date of September 30, 2019.

The total OPEB liability for the September 30, 2019 reporting date was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date:	September 30, 2017
Measurement Date:	September 30, 2018
Employers Reporting Date:	September 30, 2019
Methods and Assumptions:	
Actuarial cost method	Individual Entry Age Normal
Inflation	2.50%
Discount Rate	3.50%
Salary Increases	Salary increase rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System; 3.7%-7.8%, including inflation.
Retirement Age	Retriement rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Mortality	Mortality tables used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Healthcare Cost Trend Rates	Based on the Getzen Model, with trend starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .40% increase for excise tax.
Aging factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death".
Expenses	Administrative expenses are included in the per capita health costs.
Other information	Changes in assumptions and other inputs include the change in the discount rate from 3.50% as of the beginning of the measurement period to 3.83% as of September 30, 2018. This change is reflected in the Schedule of Changes in Total OPEB Liablity. There were no benefit changes during the year.

The discount rate Long-Term Municipal Bond Rate was based on the Fidelity General Obligation AA index rate as of September 28, 2018, the most recent date available on or before the measurement date. This is the rate for Fixed Income Market Yield Curve for Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity's 20-year Municipal GO AA Index.

Mortality rates were based pm the RP-2000 Combined Healthy Participant Mortality Table for active members and the RP-2000 Mortality Table for Annuitants for non-disabled inactive members, with mortality improvement projected to all future years from the year 2000 under Projection Scale BB.

There were no changes in benefit terms during the year.

Changes of assumptions and other inputs reflect a change in the discount rate from 3.5% in 2018 to 3.83% in 2019.

The following table shows the Changes the County's Total OPEB liability:

	Total OPEB Liability
Balance at 9/30/2018	$ 20,314,364
Changes for the Year:	
Service Cost	953,064
Interest on Total OPEB liability	725,595
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(600,829)
Benefit payments	(1,072,304)
Net changes	5,526
Balance at 9/30/2019	**$ 20,319,890**

The County recognized OPEB expense of $1,488,301 during the fiscal year. GASB statement No. 75 states the employer contributions made to the OPEB plan subsequent to the measurement date and before the end of the employer's reporting period should be reported as a deferred outflow of resources.

Differences between expected and actual experience and changes in assumptions are recognized in OPEB expense using a systematic and rational method over a closed period equal to the average of the expected remaining service lives of all employees that are provided with OPEB through the OPEB plan (active employees and inactive employees) determined as of the beginning of the measurement period. At the beginning of the current measurement period, the average of the expected remaining service lives for purposes of recognizing the applicable deferred outflows and inflows of resources established in the current measurement period is 7.5 years, with 6.5 years for Sheriff Employees.

The following table shows the County's total OPEB expense:

	Total
Service cost	$ 953,064
Interest	725,595
Recognition of Outflow/(Inflow) of Resources due to Liabilities	(190,358)
Total OPEB Expense	**1,488,301**

Sensitivity of the total OPEB liability to changes in the discount rate is calculated using the discount rate for the plan. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower, or 1 percentage point higher than the current discount rate:

	1% decrease	Current Discount Rate	1% Increase
	2.83%	3.38%	4.83%
Total OPEB liability	$ 22,218,804	$ 20,319,890	$ 18,632,955

Sensitivity of the total OPEB liability to changes in the healthcare cost rates is calculated using the assumed trend rates. The following represents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower, or 1 percentage point higher than the current healthcare cost trend rates.

	1% Decrease (6.0% decreasing to 3.24%)	Current Healthcare Cost Trend Rate (7.0% decreasing to 4.24%)	1% Increase (8.0% decreasing to 5.24%)
Total OPEB liability	$ 18,763,016	$ 20,319,890	$ 22,175,127

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2019, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflow	**Deferred Inflow**	**County Total Deferred Outflow (Deferred Inflow)**
Changes in assumptions and other inputs		$ 1,048,628	$ (1,048,628)
Estimated benefits paid after the measurement date	1,141,018	-	1,141,018
	$ 1,141,018	$ 1,048,628	$ 92,390

Amounts reported as deferred outflows related to OPEB resulting from the County's benefits paid after the measurement date will be recognized as a reduction of the net OPEB liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Reporting year Ending Sept 30,	County Total Deferred Outflow (Deferred Inflow)
2019	$ (190,358)
2020	$ (190,358)
2021	$ (190,358)
2022	$ (190,358)
2023	$ (167,107)
Thereafter	$ (120,089)
TOTALS	$ (1,048,628)

NOTE 10 – NET POSITION RESTRICTED FOR OTHER PURPOSES

Net position restricted for other purposes in the governmental-wide statement of net position at September 30, 2019 are as follows:

Court-Related	$ 3,872,036
Culture & Recreation	3,642,794
Health	35,964
Resource Conservation	1,008,526
Records Modernization	2,822,088
Tourism	5,311,218
	$ 16,692,626

NOTE 11 – TAX ABATEMENTS

Escambia County enters into property tax abatement agreements with local businesses under Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances. Escambia County is authorized to grant economic development ad valorem tax exemptions (EDATE) for new and expanding business established in the County meeting certain statutory requirements.

The County may grant an ad valorem tax exemption to eligible new businesses, or improvements to real property which additions are made to facilitate the expansion of an existing business for up to 100% of the assessed value of all improvements to real property made by or for the use of the new or expanded business and tangible personal property of such businesses for up to 10 years. There are no provisions for recapturing the abated taxes.

For fiscal year ended September 30, 2019, Escambia County abated property taxes totaling $1,800,402 under this program including the following tax abatement agreements that each exceeded $100,000 of the total amount abated:

- A 100% property tax abatement to a provider of financial services for business expansion, which Includes construction of office buildings, multi-level parking deck and central energy plant. The abatement amounted to $1,080,009.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $391,295.
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $197,814.
- There are several smaller value EDATE agreements for new and expanded businesses which range from a 23% to 100% property tax abatement. These cumulative abatements amounted to $131,284.

NOTE 12 – COMMITMENTS AND CONTINGENCY

A. Litigation

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of operations. Claims covered by the risk management self-insurance program are reviewed and losses are accrued as required in the judgment of management. The County is a defendant in various lawsuits. In the opinion of management, based on the advice of legal counsel, the ultimate disposition of lawsuits and claims will not have a material adverse effect on the financial position of the County.

B. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. If expenditures are disallowed as a result of these audits, the claim for reimbursement to the grantor agency would become a liability of the County. In the opinion of management, any such adjustments would not be significant, and therefore do not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2019 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $6,585,393. The deficit is due to expenditures related to the April 2014 flood event, and expenditures that were unreimbursed through grant funding. The deficit has been funded by advances from the LOST Fund.

NOTE 13 – SUBSEQUENT EVENTS

The County has evaluated events and transactions that occurred between September 30, 2019, and February 10, 2020, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. No other subsequent events have been recognized or disclosed.

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of changes in the County's total OPEB liability and related ratios

Retirement System Benefits:

- Schedule of the County's proportionate share of the net pension liability
- Schedule of the County's contributions

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE COUNTY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years*

Total OPEB liability	**2019**	**2018**
Service cost	$ 953,064	$ 984,332
Interest	725,595	647,293
Changes of benefit terms	-	-
Difference between expected & actual experience	-	-
Changes in assumptions & other inputs	(600,829)	(743,489)
Benefit payments	(1,072,304)	(939,695)
Net change in total OPEB liability	**5,526**	**(51,559)**
Total OPEB liability - Beginning	20,314,364	20,365,923
Total OPEB liability - Ending	**$ 20,319,890**	**$ 20,314,364**
Covered-Employee payroll	$ 125,844,115	$ 116,565,931
Total OPEB liability as a percentage of covered-Employee Payroll	16.15%	17.43%

*This Schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Last 10 Fiscal Years*

Florida Retirement System (FRS)	2019	2018	2017
County's proportion of the net pension liability (asset)	0.54913427%	0.53661345%	0.55334444%
County's proportion of the net pension liability (asset)	$ 189,114,199	$ 161,630,752	$ 163,675,571
County's covered payroll	$ 96,494,359	$ 91,955,109	$ 90,995,678
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	195.98%	175.77%	179.87%
FRS plan fiduciary net position as a percentage of the total pension liability	82.61%	84.26%	83.89%

Health Insurance Subsidy (HIS)	2019	2018	2017
County's proportion of the net pension liability (asset)	0.374098816%	0.368148238%	0.368148238%
County's proportion of the net pension liability (asset)	$ 41,857,914	$ 38,596,879	$ 39,364,108
County's covered payroll	$ 123,638,645	$ 118,692,154	$ 115,857,560
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	33.86%	32.52%	33.98%
FRS plan fiduciary net position as a percentage of the total pension liability	2.15%	2.15%	1.64%

* The amounts presented for each fiscal year were determined as of June 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2016	2015	2014
0.539069213%	0.491069200%	0.478135639%
$ 136,115,399	$ 63,428,173	$ 29,173,305
$ 86,066,707	$ 82,216,864	$ 83,923,116
158.15%	77.15%	34.76%
84.88%	92.00%	96.09%

2016	2015	2014
0.360521192%	0.352411204%	0.341734437%
$ 42,017,251	$ 35,940,399	$ 31,953,004
$ 111,319,337	$ 100,474,785	$ 96,394,207
37.74%	35.77%	33.15%
0.97%	0.50%	0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2019**	**2018**	**2017**
Contractually required contribution	$ 17,027,125	$ 15,293,052	$ 14,404,918
Contributions in relation to the contractually required contribution	(17,027,125)	(15,293,052)	(14,404,918)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 96,839,713	$ 93,514,918	$ 89,221,118
Contributions as a percentage of covered payroll	17.58%	16.35%	16.15%

Health Insurance Subsidy (HIS)	**2019**	**2018**	**2017**
Contractually required contribution	$ 2,077,334	$ 1,977,604	$ 1,948,347
Contributions in relation to the contractually required contribution	(2,077,334)	(1,977,604)	(1,948,347)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 125,140,602	$ 119,132,771	$ 117,370,301
Contributions as a percentage of covered payroll	1.66%	1.66%	1.66%

* The amounts presented for each fiscal year were determined as of September 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2016	2015	2014
$ 13,146,062	$ 11,972,684	$ 10,473,200
(13,146,062)	(11,972,684)	$ (10,473,200)
$ -	$ -	$ -
$ 87,227,854	$ 87,179,508	$ 86,379,678
15.07%	13.73%	12.12%

2016	2015	2014
$ 1,847,901	$ 1,347,135	$ 1,170,667
(1,847,901)	(1,347,135)	$ (1,170,667)
$ -	$ -	$ -
$ 103,777,681	$ 103,414,127	$ 97,555,583
1.78%	1.30%	1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2019:

PENSION RELATED NOTES TO SCHEDULE:

FRS: The Mortality assumption was changed from Generational RP-2000 with Projection Scale BB to PUB-2010 base table projected generationally with Scale MP-2018. The inflation rate assumption remained at 2.60%. Payroll growth, including inflation remained at 3.25%. The long-term expected rate of return decreased from 7.0% to 6.9%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was decreased from 3.87% to 3.50%.

OPEB RELATED NOTES TO SCHEDULE:

Changes of Benefit Terms. There were no benefit changes during the year.

Changes in Assumptions . Changes in assumptions and other inputs include the change in the discount rate from 3.5% to 3.83% as of September 30, 2019. The following are the discount rates used in each period:

2019	3.83%
2018	3.50%
2017	3.10%

Healthcare Cost Trend Rates . Based on the Getzen Model, with trending starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .04% increase for excise tax.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 40,661,736	$ 26,837,517	$ (13,824,219)
Investment Income	500,000	1,811,110	1,311,110
Total Revenues	41,161,736	28,648,627	(12,513,109)
EXPENDITURES			
Current:			
Public Safety	6,010,737	508,666	5,502,071
Capital Outlay	120,854,816	59,119,391	61,735,425
Total Expenditures	126,865,553	59,628,057	67,237,496
Excess (Deficiency) of Revenues Over (Under) Expenditures	(85,703,817)	(30,979,430)	54,724,387
Net Change in Fund Balance	(85,703,817)	(30,979,430)	54,724,387
Fund Balance - Beginning	85,703,817	85,703,817	-
Fund Balance - Ending	$ -	$ 54,724,387	$ 54,724,387

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT AUTHORITY - FTA CAPITAL FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,152,094	$ 384,361	$ (2,767,733)
Investment Income	-	8,626	8,626
Total Revenues	3,152,094	392,987	(2,759,107)
EXPENDITURES			
Current:			
Transportation	619,647	70,066	549,581
Capital Outlay	2,532,447	298,389	2,234,058
Total Expenditures	3,152,094	368,455	2,783,639
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	24,532	24,532
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	-	24,532	24,532
Fund Balance - Beginning	-	322,611	322,611
Fund Balance - Ending	$ -	$ 347,143	$ 347,143

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2019

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 39,546,427	$ 48,140,106	$ 8,593,679
Intergovernmental Revenues	16,387,272	3,052,674	(13,334,598)
Charges for Services	190,000	192,265	2,265
Investment Income	-	2,941,313	2,941,313
Miscellaneous Revenues	1,065,323	340,684	(724,639)
Total Revenues	57,189,022	54,667,042	(2,521,980)
EXPENDITURES			
Current:			
General Government	9,897,762	260,224	9,637,538
Public Safety	1,200	1,200	-
Physical Environment	311,250	-	311,250
Transportation	1,521,286	1,447,973	73,313
Economic Environment	1,252,655	1,089,869	162,786
Human Services	413,266	137,164	276,102
Culture/Recreation	2,243,319	1,489,402	753,917
Court-Related	1,218,630	-	1,218,630
Capital Outlay	133,717,385	43,947,180	89,770,205
Total Expenditures	150,576,753	48,373,012	102,203,741
Excess (Deficiency) of Revenues Over (Under) Expenditures	(93,387,731)	6,294,030	99,681,761
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(4,748,519)	(6,912,244)	(2,163,725)
Total Other Financing Sources and (Uses)	(4,748,519)	(6,912,244)	(2,163,725)
Net Change in Fund Balance	(98,136,250)	(618,214)	97,518,036
Fund Balance - Beginning	98,136,250	115,788,189	17,651,939
Fund Balance - Ending	$ -	$ 115,169,975	$ 115,169,975

GOVERNMENTAL FUNDS

GENERAL FUND

The *General Fund* is the government's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector:

Board of County Commissioners
This fund is the primary operating fund of Escambia County. It is used to account for all financial resources of the general government except those required to be accounted for in other funds.

Clerk of the Circuit Court and Comptroller
This fund reflects the activities of the Office of the Clerk of Circuit Court. Services provided are in accordance with provisions of the Florida Statutes related primarily to the county and circuit court systems, recording operations, and various other services.

Property Appraiser
This fund reflects the operations of the Office of the Property Appraiser who provides independent appraisals of tangible and personal property for all taxing authorities within the County.

Sheriff
This fund reflects the operations of the Office of the Sheriff. Services provided are for all the law enforcement activities within the County.

Supervisor of Elections
This fund reflects the operations of the Office of the Supervisor of Elections in the performance of its duties in accordance with Florida Statutes.

Tax Collector
This fund reflects the operations of the Office of the Tax Collector who collects and remits ad valorem taxes, licenses, and other revenues, to the related taxing authorities.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY
September 30, 2019

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 26,260,533	$ 4,072,833	$ 542,595
Investments	19,475,909	-	-
Accounts Receivable	1,407,515	379	-
Accrued Interest Receivable	1,139,425	-	-
Due from Other Funds	2,475,566	-	-
Due from Other Governments	3,392,661	7,372	-
Inventories	424,576	-	-
Other Assets	3,067,799	-	-
Total Assets	$ 57,643,984	$ 4,080,584	$ 542,595
LIABILITIES			
Accounts Payable	$ 1,641,574	$ 385,939	$ 69,765
Contracts Payable	-	27,240	-
Accrued Liabilities	4,040,324	288,483	174,272
Due to Other Funds	-	1,291,537	297,874
Due to Other Governments	408,531	2,003,966	684
Deposits	181,008	-	-
Unearned Revenue	-	-	-
Other Current Liabilities	372,298	83,419	-
Total Liabilities	6,643,735	4,080,584	542,595
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,055,064	-	-
Total Deferred Inflow of Resources	3,055,064	-	-
FUND BALANCES			
Nonspendable:			
Inventories	424,576	-	-
Assigned to:			
Subsequent Year's Budget	18,484,060	-	-
Unassigned	29,036,549	-	-
Total Fund Balances	47,945,185	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 57,643,984	$ 4,080,584	$ 542,595

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 3,216,480	$ -	$ 1,258,556	$ -	$ 35,350,997
	-	-	-	19,475,909
-	-	-	-	1,407,894
-	-	-	-	1,139,425
143,795	-	-	(2,475,566)	143,795
400,261	59,764	-	-	3,860,058
302,666	-	-	-	727,242
-	-	-	-	3,067,799
$ 4,063,202	$ 59,764	$ 1,258,556	$ (2,475,566)	$ 65,173,119
$ 424,256	$ 30,468	$ 202,961	$ -	$ 2,754,963
-	-	-	-	27,240
2,794,199	28,580	223,334	-	7,549,192
542,081	-	670,491	(2,475,566)	326,417
-	716	1,665	-	2,415,562
-	-	-	-	181,008
-	-	160,105	-	160,105
-	-	-	-	455,717
3,760,536	59,764	1,258,556	(2,475,566)	13,870,204
-	-	-	-	3,055,064
-	-	-	-	3,055,064
302,666	-	-	-	727,242
-	-	-	-	18,484,060
-	-	-	-	29,036,549
302,666	-	-	-	48,247,851
$ 4,063,202	$ 59,764	$ 1,258,556	$ (2,475,566)	$ 65,173,119

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2019

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 119,157,202	$ -	$ -
Franchise Fees	13,426,526	-	-
Special Assessments	885,119	-	-
Intergovernmental Revenues	37,683,050	289,560	-
Charges for Services	2,220,886	6,174,278	14,758
Judgments and Fines	84,840	1,532,857	-
Investment Income	2,152,663	326,816	-
Miscellaneous Revenues	5,255,680	385,138	4,287
Total Revenues	180,865,966	8,708,649	19,045
EXPENDITURES			
Current:			
General Government	42,859,951	3,860,933	5,900,567
Public Safety	46,946,207	-	-
Physical Environment	1,622,767	-	-
Transportation	2,746,727	-	-
Human Services	3,499,267	-	-
Culture/Recreation	1,464,725	-	-
Court-Related	-	6,819,974	-
Total Expenditures	99,139,644	10,680,907	5,900,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	81,726,322	(1,972,258)	(5,881,522)
OTHER FINANCING SOURCES (USES)			
Transfers In	7,040,771	2,995,100	6,179,396
Transfers (Out)	(90,735,124)	(1,022,842)	(297,874)
Total Other Financing Sources and (Uses)	(83,694,353)	1,972,258	5,881,522
Net Change in Fund Balances	(1,968,031)	-	-
Fund Balances - Beginning	49,913,216	-	-
Fund Balances - Ending	$ 47,945,185	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 119,157,202
-	-	-	-	13,426,526
-	-	-	-	885,119
-	5,640	-	-	37,978,250
-	6,036	3,769,220	-	12,185,178
-	-	-	-	1,617,697
-	-	-	-	2,479,479
-	-	116,950	(2,342,595)	3,419,460
-	11,676	3,886,170	(2,342,595)	191,148,911
-	1,969,892	7,849,704	(2,342,595)	60,098,452
60,558,417	-	-	-	107,504,624
-	-	-	-	1,622,767
-	-	-	-	2,746,727
-	-	-	-	3,499,267
-	-	-	-	1,464,725
-	-	-	-	6,819,974
60,558,417	1,969,892	7,849,704	(2,342,595)	183,756,536
(60,558,417)	(1,958,216)	(3,963,534)	-	7,392,375
61,263,474	1,962,906	4,634,025	(79,726,441)	4,349,231
(700,333)	(4,690)	(670,491)	79,726,441	(13,704,913)
60,563,141	1,958,216	3,963,534	-	(9,355,682)
4,724	-	-	-	(1,963,307)
297,942	-	-	-	50,211,158
$ 302,666	$ -	$ -	$ -	$ 48,247,851

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2019

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 118,521,436	$ 118,521,436	$ 119,157,202
Franchise Fees	12,046,428	12,046,428	13,426,526
Special Assessments	848,711	848,711	885,119
Intergovernmental Revenues	30,990,284	31,023,305	37,683,050
Charges for Services	1,787,211	1,792,449	2,220,886
Judgments and Fines	57,000	57,000	84,840
Investment Income	-	-	2,152,663
Miscellaneous Revenues	4,826,515	5,521,103	5,255,680
Total Revenues	169,077,585	169,810,432	180,865,966
EXPENDITURES			
Current:			
General Government	67,242,381	71,451,037	42,859,951
Public Safety	47,445,545	48,123,795	46,946,207
Physical Environment	1,455,438	1,669,244	1,622,767
Transportation	2,717,439	2,728,646	2,746,727
Human Services	3,289,133	3,777,385	3,499,267
Culture/Recreation	1,454,373	1,508,740	1,464,725
Court-Related	-	-	-
Total Expenditures	123,604,309	129,258,847	99,139,644
Excess (Deficiency) of Revenues Over (Under) Expenditures	45,473,276	40,551,585	81,726,322
OTHER FINANCING SOURCES (USES)			
Transfers In	6,515,490	6,642,984	7,040,771
Transfers (Out)	(94,194,586)	(96,639,707)	(90,735,124)
Total Other Financing Sources and (Uses)	(87,679,096)	(89,996,723)	(83,694,353)
Net Change in Fund Balances	(42,205,820)	(49,445,138)	(1,968,031)
Fund Balances - Beginning	42,205,820	49,445,138	49,913,216
Fund Balances - Ending	$ -	$ -	$ 47,945,185

Continued

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	289,560	-	-	-
5,785,196	5,785,196	6,174,278	12,955	14,185	14,758
1,640,000	1,640,000	1,532,857	-	-	-
225,070	225,070	326,816	-	-	-
405,200	405,200	385,138	-	-	4,287
8,055,466	8,055,466	8,708,649	12,955	14,185	19,045
4,527,607	4,527,607	3,860,933	6,192,178	6,193,581	5,900,567
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,522,959	6,522,959	6,819,974	-	-	-
11,050,566	11,050,566	10,680,907	6,192,178	6,193,581	5,900,567
(2,995,100)	(2,995,100)	(1,972,258)	(6,179,223)	(6,179,396)	(5,881,522)
2,995,100	2,995,100	2,995,100	6,179,223	6,179,396	6,179,396
-	-	(1,022,842)	-	-	(297,874)
2,995,100	2,995,100	1,972,258	6,179,223	6,179,396	5,881,522
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -Continued
GENERAL FUND

For the Year Ended September 30, 2019

	Sheriff		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	60,239,868	61,263,474	60,558,417
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	60,239,868	61,263,474	60,558,417
Excess (Deficiency) of Revenues Over (Under) Expenditures	(60,239,868)	(61,263,474)	(60,558,417)
OTHER FINANCING SOURCES (USES)			
Transfers In	60,239,868	61,263,474	61,263,474
Transfers (Out)	-	-	(700,333)
Total Other Financing Sources and (Uses)	60,239,868	61,263,474	60,563,141
Net Change in Fund Balances	-	-	4,724
Fund Balances - Beginning	-	-	297,942
Fund Balances - Ending	$ -	$ -	$ 302,666

Continued

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	5,640	-	-	-
-	-	6,036	3,610,585	3,610,585	3,769,220
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	95,500	95,500	116,950
-	-	11,676	3,706,085	3,706,085	3,886,170
2,368,298	2,382,795	1,969,892	8,273,154	8,273,154	7,849,704
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,368,298	2,382,795	1,969,892	8,273,154	8,273,154	7,849,704
(2,368,298)	(2,382,795)	(1,958,216)	(4,567,069)	(4,567,069)	(3,963,534)
2,368,298	2,387,485	1,962,906	4,634,025	4,634,025	4,634,025
-	(4,690)	(4,690)	(66,956)	(66,956)	(670,491)
2,368,298	2,382,795	1,958,216	4,567,069	4,567,069	3,963,534
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - Continued
GENERAL FUND

For the Year Ended September 30, 2019

	Eliminations		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	(2,342,595)	(2,342,595)	(2,342,595)
Total Revenues	(2,342,595)	(2,342,595)	(2,342,595)
EXPENDITURES			
Current:			
General Government	(2,342,595)	(2,342,595)	(2,342,595)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(2,342,595)	(2,342,595)	(2,342,595)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(76,416,514)	(79,726,441)	(79,726,441)
Transfers (Out)	76,416,514	79,726,441	79,726,441
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balances	-	-	-
Fund Balances - Beginning	-	-	-
Fund Balances - Ending	$ -	$ -	$ -

TOTAL			
Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
$ 118,521,436	$ 118,521,436	$ 119,157,202	$ 635,766
12,046,428	12,046,428	13,426,526	1,380,098
848,711	848,711	885,119	36,408
30,990,284	31,023,305	37,978,250	6,954,945
11,195,947	11,202,415	12,185,178	982,763
1,697,000	1,697,000	1,617,697	(79,303)
225,070	225,070	2,479,479	2,254,409
2,984,620	3,679,208	3,419,460	(259,748)
178,509,496	179,243,573	191,148,911	11,905,338
86,261,023	90,485,579	60,098,452	30,387,127
107,685,413	109,387,269	107,504,624	1,882,645
1,455,438	1,669,244	1,622,767	46,477
2,717,439	2,728,646	2,746,727	(18,081)
3,289,133	3,777,385	3,499,267	278,118
1,454,373	1,508,740	1,464,725	44,015
6,522,959	6,522,959	6,819,974	(297,015)
209,385,778	216,079,822	183,756,536	32,323,286
(30,876,282)	(36,836,249)	7,392,375	44,228,624
6,515,490	4,376,023	4,349,231	(26,792)
(17,845,028)	(16,984,912)	(13,704,913)	3,279,999
(11,329,538)	(12,608,889)	(9,355,682)	3,253,207
(42,205,820)	(49,445,138)	(1,963,307)	47,481,831
42,205,820	49,445,138	50,211,158	766,020
$ -	$ -	$ 48,247,851	$ 48,247,851

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The County has the following Special Revenue Funds:

Escambia County Restricted Fund
Created to account for monies donated to the County for a specific purpose.

Economic Development Fund
Created pursuant to the Economic Development Incentive Program Ordinance to account for revenues associated with land sales at the various County commerce parks and other economic development related revenues. Expenditures will be used to promote economic development initiatives in Escambia County.

Code Enforcement Fund
Created to account for the enforcement of ordinances and statutes to enhance the quality of life for and protect citizens from environmentally unsafe conditions.

M and A State Revenue Fund
Created to account for the cost of mosquito and other arthropod control. Financing is provided by State matching funds on a dollar for dollar basis.

Tourist Promotion Fund
Created to account for revenues restricted for promotion, development and advertisement of Escambia County tourism. Financing is provided by a tourist development tax levied under Chapter 125.0104 Florida Statutes.

Other Grant Projects Fund
Created to account for financing provided from various State and Federal grants.

Detention/Jail Commissary Fund
Created to account for the cost of the inmate commissary and the inmate welfare fund; operated in the detention facility pursuant to Section 951.23, Florida Statutes. The fiscal management of the commissary is audited in conjunction with the audit of the County.

Library Fund
Created to account for the revenue and expenditures associated with administrative and operational functions of the West Florida Library System. A countywide Library MSTU assessment is imposed for the purpose of funding library services.

Misdemeanor Probation Fund
Created to account for the cost of supervision of the misdemeanor program. Financing is provided by a fee charged to a person on parole pursuant to Section 945.30, Florida Statutes.

Article V Fund
Created to account for revenues and costs for court related fees, charges, costs, fines and other monetary penalties.

SPECIAL REVENUE FUNDS - Continued

Development Review Fund
Created to account for fees generated by the review of all development plans within the County and support of the Development Review Committee, the Planning Board, the Board of Adjustments, the Rezoning Hearing Examiner and the Board of County Commissioners.

Perdido Key Beach Mouse Fund
Created to account for the Perdido Key Beach Mouse Special Assessment revenue established by Ordinance 2006-1 and 2006-2 and by interlocal agreement with the US Fish and Wildlife Service and the Florida Fish and Wildlife Commission. This revenue will be utilized for the mitigation process for impacts to the Perdido Key Beach Mouse habitat.

RESTORE Fund
Created in accordance with the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act; Subtitle F of Public Law 112-141); to account for revenues and expenditures for programs, projects and activities that restore and protect the environment and economy of the Gulf Coast Region.

State Housing Initiative Partnership Fund (SHIP)
Created to account for the revenues and expenditures of the SHIP program, authorized pursuant to Section 420.907-420.9079, Florida Statutes. State revenue sharing proceeds received by the County for the SHIP program are used to create partnerships that produce and preserve affordable homeownership and multifamily housing.

Law Enforcement Trust Fund
Created pursuant to the provisions of Section 932.704, Florida Statutes, to account for the net proceeds from the sale or conversion of forfeited properties. Expenditures payable from this fund are legally restricted to nonrecurring obligations of the Sheriff's office, including equipment purchases. Although legally entitled as a trust fund, this fund is more properly accounted for as a special revenue fund due to the nature of the transactions recorded therein.

Escambia County Affordable Housing Fund
Created to account for funding to assist with delivery of affordable housing assistance and support for low income families in Escambia County and the City of Pensacola, primarily in conjunction with the Escambia Consortium Home Program. The fund also provides a source for payment of up-front costs while awaiting reimbursement from the HOME program letter of credit.

CDBG HUD Entitlement Fund
Created to account for Federal HUD Block Grant revenues and the expenditures. The HUD funded Community Block Grant program provides financial support primarily for low and moderate-income families in the County.

Handicapped Parking Fines Fund
Created to account for monies collected under Chapter 316, Florida Statutes, also known as the State Uniform Traffic Control, which authorizes counties to regulate the parking of vehicles and to enforce regulations relating to disabled persons parking.

Family Mediation Fund
Created to account for monies provided through a private grant and authorized under Chapters 44.102 and 44.108, Florida Statutes. These funds were used to assure each minor child frequent and continuing contact with both parents after separation or dissolved marriages and to encourage parents to share the rights and responsibilities of child rearing.

SPECIAL REVENUE FUNDS - Continued

Fire Protection Fund
Created to account for monies assessed by the Board of County Commissioners to property owners in unincorporated areas of Escambia County to provide for fire protection.

Emergency 911 Operations Fund
Created in accordance with the provisions of the Florida Emergency Telephone Act (Sections 365.171 and 365.172, Florida Statutes) to account for the Enhanced 911 (E911) fees imposed and collected from local telephone exchange customers and subscribers of wireless telephone services. 911 service directs 911 calls to the appropriate public safety answering point and provides for automatic number and location identification. The E911 Board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary, to ensure full cost recovery or prevent over recovery of costs incurred in the provision of E911. Expenditures are restricted to the establishment and maintenance of an enhanced emergency telephone number 911 system or enhanced 911 service.

HUD-CDBG Housing Rehabilitation Loan Fund
Created to account for funding to provide assistance for low/moderate income families within the unincorporated county through the rehabilitation of several substandard homes.

HUD Home Fund
Created to account for the HUD Housing Assistance revenues and expenditures. This grant provides for the rehabilitation of severely substandard homes.

Bob Sikes Toll Facilities Fund
Established by County Ordinance No. 93-23 which authorizes the collection of bridge tolls for uses of the Bob Sikes Toll Bridge by passage seekers. The Board of County Commissioners establish toll rates for the Bob Sikes Bridge in order to pay for the proper maintenance, administration, debt service of the bridge, and other expenses for parks and recreation on Santa Rosa Island as approved by the Board of County Commissioners. In addition to cash tolls, annual permits (transponder sales) may be purchased for access to the Bridge.

Transportation Trust Fund
Created pursuant to the provisions of Section 129.02 Florida Statutes, to account for transportation related revenues and expenditures. The primary revenue source is fuel taxes which are the Seventh-cent/1 cent County, Ninth-cent, Local Option fuel tax, and Constitutional fuel tax. Fuel tax revenues are used to fund transportation expenditures allowable pursuant to Sections 206 and Section 366, Florida Statutes.

MSBU Assessment Program Fund
Created to account for monies collected for Municipal Service Benefit Units (MSBU) pursuant to County Ordinance No. 94-24 and Chapter 125, Florida Statutes.

Master Drainage Basin Fund
Created to account for monies to provide drainage within specific districts.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS - Continued

Clerk Programs
This fund reflects the activities of the Office of the Clerk of the Circuit Court and Comptroller Trust Funds. Services provided are in accordance with provisions of the Florida Statutes Chapter 28.24 for records modernization.

Sheriff Programs
This fund reflects the activities of the Escambia County Sheriff's Office; primarily to account for the collection and expenditures of US Treasury and US Justice forfeiture sharing programs, and for revenues and disbursements of various Federal and State Grants.

Supervisor Programs
This fund reflects the activities of the Escambia Supervisor of Elections Office; primarily to account for the revenues and disbursements of various Federal and State Grants.

DEBT SERVICE FUND

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. Debt Service funds are also used to report resources of legally mandated and financial resources that are being accumulated for principal and interest maturing in the future. The County has the following Debt Service Fund:

Debt Service Fund – Created to account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. Capital Project funds exclude capital-related outflows financed by Proprietary Fund or for assets held in trust for individuals, private organizations, or other governments. The County has the following Capital Projects Funds:

There are no non-major Capital Project Funds.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2019

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and Cash Equivalents	$ 32,306,775	$ 160,950	$ 32,467,725
Investments	19,554,070	119,384	19,673,454
Accounts Receivable	803,065	-	803,065
Due from Other Funds	234,669	-	234,669
Due from Other Governments	5,671,992	-	5,671,992
Inventories	333,755	-	333,755
Assets Held for Investment	655,545	-	655,545
Total Assets	$ 59,559,871	$ 280,334	$ 59,840,205
LIABILITIES			
Accounts Payable	$ 2,955,502	$ 9,979	$ 2,965,481
Contracts Payable	291,720	-	291,720
Accrued Liabilities	2,004,223	-	2,004,223
Due to Other Funds	538,819	-	538,819
Advances Payable to Other Funds	2,476,499	-	2,476,499
Due to Other Governments	1,310,649	-	1,310,649
Deposits	166,830	-	166,830
Unearned Revenue	324,713	-	324,713
Total Liabilities	10,068,955	9,979	10,078,934
FUND BALANCES (deficits)			
Nonspendable			
Inventories	333,755	-	333,755
Restricted for			
Court Related Functions	3,872,036	-	3,872,036
Community Services	284,337	-	284,337
Debt Service	-	270,355	270,355
Economic & Community Development	356,241	-	356,241
Fire & Rescue	2,115,758	-	2,115,758
Health Services	35,964	-	35,964
Inmate Welfare	3,298,485	-	3,298,485
Law Enforcement	278,931	-	278,931
Library	3,642,794	-	3,642,794
Public Safety	2,041,988	-	2,041,988
Records Modernization Technology	2,822,088	-	2,822,088
Resource Conservation	1,008,526	-	1,008,526
Road Acquisition & Construction	-	-	-
Housing Assistance	5,439,833	-	5,439,833
Tourism	5,311,218	-	5,311,218
Transportation & Drainage Improvements	743,352	-	743,352
Transportation Maintenance	512,348	-	512,348
Committed to:			
Community Services	1,835,003	-	1,835,003
Infrastructure Maintenance	10,442,521	-	10,442,521
Public Safety	1,315,988	-	1,315,988
Transportation Maintenance	3,799,750	-	3,799,750
Total Fund Balances	49,490,916	270,355	49,761,271
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,559,871	$ 280,334	$ 59,840,205

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 27,541,953	$ -	$ 27,541,953
Permits and Fees	362,347	-	362,347
Franchise Fees	2,036,924	-	2,036,924
Special Assessments	18,145,093	-	18,145,093
Intergovernmental Revenues	16,190,811	60,000	16,250,811
Charges for Services	10,897,801	-	10,897,801
Judgments and Fines	898,068	-	898,068
Investment Income	1,497,644	139,594	1,637,238
Miscellaneous Revenues	2,212,873	-	2,212,873
Total Revenues	79,783,514	199,594	79,983,108
EXPENDITURES			
Current:			
General Government	2,847,096	-	2,847,096
Public Safety	33,338,112	-	33,338,112
Physical Environment	2,714,743	-	2,714,743
Transportation	18,279,480	-	18,279,480
Economic Environment	13,232,850	-	13,232,850
Human Services	168,884	-	168,884
Culture/Recreation	8,333,071	-	8,333,071
Court-Related	4,021,162	-	4,021,162
Debt Service:			
Principal Retirement	-	7,765,000	7,765,000
Interest and Fiscal Charges	8,908	6,838,582	6,847,490
Bond Issuance Costs	-	310,578	310,578
Total Expenditures	82,944,306	14,914,160	97,858,466
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,160,792)	(14,714,566)	(17,875,358)
OTHER FINANCING SOURCES (USES)			
Transfers In	9,392,026	13,104,058	22,496,084
Transfers (Out)	(5,622,161)	-	(5,622,161)
Issuance Refunding Bonds Payable	-	41,545,000	41,545,000
Premium (Discount) Notes/Bonds	-	5,318,882	5,318,882
Payment to Refunded Bond Holders	-	(46,554,000)	(46,554,000)
Total Other Financing Sources and (Uses)	3,769,865	13,413,940	17,183,805
Net Change in Fund Balances	609,073	(1,300,626)	(691,553)
Fund Balances - Beginning	48,881,843	1,570,981	50,452,824
Fund Balances - Ending	$ 49,490,916	$ 270,355	$ 49,761,271

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
ASSETS					
Cash and Cash Equivalents	$ 1,077,305	$ 232,682	$ 634,491	$ 46,184	$ 3,879,932
Investments	704,759	172,593	470,634	-	2,877,937
Accounts Receivable	22,923	-	253,965	-	-
Due from Other Funds	23,088	-	52,681	-	174
Due from Other Governments	-	-	-	-	-
Inventories	2,498	-	-	-	-
Assets Held for Investment	655,545	-	-	-	-
Total Assets	$ 2,486,118	$ 405,275	$ 1,411,771	$ 46,184	$ 6,758,043
LIABILITIES					
Accounts Payable	$ 55,521	$ 54,999	$ 41,837	$ 10,220	$ 1,438,071
Contracts Payable	-	-	-	-	-
Accrued Liabilities	8,116	-	53,946	-	8,754
Due to Other Funds	538,819	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	45,811	-	-	-	-
Deposits	350	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	648,617	54,999	95,783	10,220	1,446,825
FUND BALANCES					
Nonspendable:					
Inventories	2,498	-	-	-	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	350,276	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	35,964	-
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	-	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	5,311,218
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,835,003	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,315,988	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,837,501	350,276	1,315,988	35,964	5,311,218
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,486,118	$ 405,275	$ 1,411,771	$ 46,184	$ 6,758,043

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 488,880	$ 2,000,128	$ 2,226,391	$ 67,151	$ 2,120,880	$ 709,052
362,627	1,370,912	1,650,085	49,810	1,573,162	525,939
-	127,844	623	-	7,005	-
2,504	-	-	-	154,006	-
482,082	-	-	520	85,134	-
-	35,534	-	-	-	-
-	-	-	-	-	-
$ 1,336,093	$ 3,534,418	$ 3,877,099	$ 117,481	$ 3,940,187	$ 1,234,991
$ 5,755	$ 22,429	$ 70,123	$ 13,985	$ 123,161	$ 291
25,000	-	-	-	-	-
8,735	21,333	159,858	87,406	32,078	27,511
-	-	-	-	-	-
-	-	-	-	-	-
-	4,722	4,324	890	367,987	-
-	151,915	-	-	-	-
101,831	-	-	-	-	-
141,321	200,399	234,305	102,281	523,226	27,802
-	35,534	-	-	-	-
358,467	-	-	-	3,416,961	-
8,159	-	-	-	-	-
5,965	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,298,485	-	-	-	-
-	-	-	-	-	-
-	-	3,642,794	-	-	-
-	-	-	-	-	-
819,599	-	-	15,200	-	1,207,189
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,582	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,194,772	3,334,019	3,642,794	15,200	3,416,961	1,207,189
$ 1,336,093	$ 3,534,418	$ 3,877,099	$ 117,481	$ 3,940,187	$ 1,234,991

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 559,430	$ 16,115	$ 2,689,047	$ 160,144
Investments	414,957	11,953	-	118,787
Accounts Receivable	-	-	40,000	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	2,727,865	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 974,387	$ 2,755,933	$ 2,729,047	$ 278,931
LIABILITIES				
Accounts Payable	$ 5,611	$ 131,878	$ 17,011	$ -
Contracts Payable	-	248,863	-	-
Accrued Liabilities	659	10,614	1,167	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	324,169	20	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	6,270	2,715,524	18,198	-
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	278,931
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	968,117	40,409	-	-
Housing Assistance	-	-	2,710,849	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	968,117	40,409	2,710,849	278,931
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 974,387	$ 2,755,933	$ 2,729,047	$ 278,931

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ 802,457	$ 323,560	$ 164,201	$ 55,466	$ 1,230,621	$ 187,627	$ 35,029
595,222	240,000	121,795	41,142	912,812	139,173	25,983
300,000	-	-	-	-	-	18,249
-	-	823	-	1,393	-	-
300	35,993	-	-	28,876	483,157	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,697,979	$ 599,553	$ 286,819	$ 96,608	$ 2,173,702	$ 809,957	$ 79,261
$ 150	$ 41,845	$ 1,231	$ -	$ 66,648	$ 44,036	$ 664
-	-	-	-	-	-	-
-	13,367	-	-	747,312	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	10	9,410	-	3,488	6,417	-
-	-	-	-	-	-	-
-	163,883	-	-	-	-	-
150	219,105	10,641	-	817,448	50,453	664
-	-	-	-	-	-	-
-	-	-	96,608	-	-	-
-	-	276,178	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	1,356,254	759,504	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,697,829	380,448	-	-	-	-	78,597
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,697,829	380,448	276,178	96,608	1,356,254	759,504	78,597
$ 1,697,979	$ 599,553	$ 286,819	$ 96,608	$ 2,173,702	$ 809,957	$ 79,261

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2019

	HUD Home Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund	MSBU Assessment Program Fund
ASSETS				
Cash and Cash Equivalents	$ 329,698	$ 6,131,987	$ 2,250,932	$ 526,400
Investments	244,553	4,546,914	1,669,578	390,457
Accounts Receivable	-	20,055	12,401	-
Due from Other Funds	-	-	-	-
Due from Other Governments	2,599	-	1,308,279	323
Inventories	-	-	295,723	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 576,850	$ 10,698,956	$ 5,536,913	$ 917,180
LIABILITIES				
Accounts Payable	$ 2,599	$ 145,505	$ 623,178	$ 18,685
Contracts Payable	-	14,157	-	-
Accrued Liabilities	2,141	6,254	791,148	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	90,519	-	385,980
Due to Other Governments	-	-	12,549	167
Deposits	-	-	14,565	-
Unearned Revenue	-	-	-	-
Total Liabilities	4,740	256,435	1,441,440	404,832
FUND BALANCES				
Nonspendable:				
Inventories	-	-	295,723	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	572,110	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	512,348
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	10,442,521	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	3,799,750	-
Total Fund Balances	572,110	10,442,521	4,095,473	512,348
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 576,850	$ 10,698,956	$ 5,536,913	$ 917,180

Continued

Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 434,498	$ 2,902,767	$ 23,720	$ -	$ 32,306,775
322,286	-	-	-	19,554,070
-	-	-	-	803,065
-	-	-	-	234,669
-	80,124	400,261	36,479	5,671,992
-	-	-	-	333,755
-	-	-	-	655,545
$ 756,784	$ 2,982,891	$ 423,981	$ 36,479	$ 59,559,871
$ 12,314	$ 6,555	$ 1,200	$ -	2,955,502
3,700	-	-	-	291,720
-	23,824	-	-	2,004,223
-	-	-	-	538,819
-	-	-	-	2,476,499
-	130,424	400,261	-	1,310,649
-	-	-	-	166,830
-	-	22,520	36,479	324,713
16,014	160,803	423,981	36,479	10,068,955
-	-	-	-	333,755
-	-	-	-	3,872,036
-	-	-	-	284,337
-	-	-	-	356,241
-	-	-	-	2,115,758
-	-	-	-	35,964
-	-	-	-	3,298,485
-	-	-	-	278,931
-	-	-	-	3,642,794
-	-	-	-	-
-	-	-	-	2,041,988
-	2,822,088	-	-	2,822,088
-	-	-	-	1,008,526
-	-	-	-	5,439,833
-	-	-	-	5,311,218
740,770	-	-	-	743,352
-	-	-	-	512,348
-	-	-	-	1,835,003
-	-	-	-	10,442,521
-	-	-	-	1,315,988
-	-	-	-	3,799,750
740,770	2,822,088	-	-	49,490,916
$ 756,784	$ 2,982,891	$ 423,981	$ 36,479	$ 59,559,871

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ 12,333,147
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	2,036,924	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	134,000	-	-	34,481	-
Charges for Services	439,585	-	-	-	-
Judgments and Fines	-	-	389,843	-	-
Investment Income	49,034	13,240	30,811	-	111,875
Miscellaneous Revenues	124,338	-	111,748	-	315
Total Revenues	746,957	13,240	2,569,326	34,481	12,445,337
EXPENDITURES					
Current:					
General Government	53,140	-	-	-	-
Public Safety	105,610	-	2,137,022	-	-
Physical Environment	356,578	-	-	-	189,167
Transportation	-	-	-	-	-
Economic Environment	-	54,999	-	-	9,613,842
Human Services	47,631	-	-	42,133	-
Culture/Recreation	53,287	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	616,246	54,999	2,137,022	42,133	9,803,009
Excess (Deficiency) of Revenues Over (Under) Expenditures	130,711	(41,759)	432,304	(7,652)	2,642,328
OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	-	-
Transfers (Out)	-	-	(350,000)	-	(1,700,000)
Total Other Financing Sources and (Uses)	-	-	(350,000)	-	(1,700,000)
Net Change in Fund Balances	130,711	(41,759)	82,304	(7,652)	942,328
Fund Balances - Beginning	1,706,790	392,035	1,233,684	43,616	4,368,890
Fund Balances - Ending	$ 1,837,501	$ 350,276	$ 1,315,988	$ 35,964	$ 5,311,218

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ -	$ -	$ 6,015,146	$ -	$ -	$ -
-	-	-	-	-	253,256
-	-	-	-	-	-
-	-	-	-	-	-
1,303,412	-	115,188	50,000	1,131,140	-
20,940	1,662,868	37,280	1,597,946	2,117,899	590,615
913	-	81,490	11,200	-	-
35,129	103,671	144,955	6,699	119,247	41,112
19,732	-	37,653	45,867	11,138	-
1,380,126	1,766,539	6,431,712	1,711,712	3,379,424	884,983
-	-	-	-	-	750,956
673,879	1,633,282	-	2,007,632	113,465	-
470,489	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
42,665	-	-	-	-	-
32,797	-	6,344,059	-	-	-
34,108	-	-	-	3,297,422	-
-	-	-	-	-	-
1,253,938	1,633,282	6,344,059	2,007,632	3,410,887	750,956
126,188	133,257	87,653	(295,920)	(31,463)	134,027
-	-	-	-	1,146,638	-
-	-	-	-	(931,000)	(350,000)
-	-	-	-	215,638	(350,000)
126,188	133,257	87,653	(295,920)	184,175	(215,973)
1,068,584	3,200,762	3,555,141	311,120	3,232,786	1,423,162
$ 1,194,772	$ 3,334,019	$ 3,642,794	$ 15,200	$ 3,416,961	$ 1,207,189

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and Fees	-	-	-	-
Franchise Fees	-	-	-	-
Special Assessments	142,500	-	-	-
Intergovernmental Revenues	-	3,543,262	521,800	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	414,622
Investment Income	31,009	11,265	-	9,628
Miscellaneous Revenues	-	-	343,707	-
Total Revenues	173,509	3,554,527	865,507	424,250
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	401,700
Physical Environment	63,075	1,635,434	-	-
Transportation	-	-	-	-
Economic Environment	-	-	1,628,981	-
Human Services	-	-	-	-
Culture/Recreation	-	1,902,928	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	63,075	3,538,362	1,628,981	401,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	110,434	16,165	(763,474)	22,550
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balances	110,434	16,165	(763,474)	22,550
Fund Balances - Beginning	857,683	24,244	3,474,323	256,381
Fund Balances - Ending	$ 968,117	$ 40,409	$ 2,710,849	$ 278,931

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	108,566	-	-
-	-	-	-	-	-	-
-	-	-	-	16,823,935	-	-
-	1,518,599	-	-	30,661	1,439,639	-
-	-	11,193	-	206,000	-	-
-	-	-	-	-	-	-
53,438	17,710	9,479	3,199	136,743	7,605	3,075
60,044	3,450	-	-	32,306	375	-
113,482	1,539,759	20,672	3,199	17,338,211	1,447,619	3,075
-	-	-	-	-	-	-
-	-	-	-	17,469,385	735,752	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
20,620	1,573,327	-	-	-	-	7,088
-	-	36,455	-	-	-	-
-	-	-	-	-	-	-
-	-	-	3,108	-	-	-
-	-	-	-	-	-	-
20,620	1,573,327	36,455	3,108	17,469,385	735,752	7,088
92,862	(33,568)	(15,783)	91	(131,174)	711,867	(4,013)
-	-	-	-	-	-	-
-	(17,500)	-	-	(266,256)	(658,222)	-
-	(17,500)	-	-	(266,256)	(658,222)	-
92,862	(51,068)	(15,783)	91	(397,430)	53,645	(4,013)
1,604,967	431,516	291,961	96,517	1,753,684	705,859	82,610
$ 1,697,829	$ 380,448	$ 276,178	$ 96,608	$ 1,356,254	$ 759,504	$ 78,597

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2019

	HUD Home Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund	MSBU Assessment Program Fund
REVENUES				
Taxes	$ -	$ -	$ 9,193,660	$ -
Permits and Fees	-	-	525	-
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	1,031,388
Intergovernmental Revenues	252,709	75,000	4,949,186	-
Charges for Services	-	3,277,699	296,579	-
Judgments and Fines	-	-	-	-
Investment Income	18,340	336,481	141,046	38,850
Miscellaneous Revenues	238,888	-	1,183,193	-
Total Revenues	509,937	3,689,180	15,764,189	1,070,238
EXPENDITURES				
Current:				
General Government	-	1,922,718	-	-
Public Safety	-	-	7,485,578	-
Physical Environment	-	-	-	-
Transportation	-	-	17,111,883	1,060,149
Economic Environment	333,993	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	8,908
Total Expenditures	333,993	1,922,718	24,597,461	1,069,057
Excess (Deficiency) of Revenues Over (Under) Expenditures	175,944	1,766,462	(8,833,272)	1,181
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	8,240,698	-
Transfers (Out)	-	(1,349,183)	-	-
Total Other Financing Sources and (Uses)	-	(1,349,183)	8,240,698	-
Net Change in Fund Balances	175,944	417,279	(592,574)	1,181
Fund Balances - Beginning	396,166	10,025,242	4,688,047	511,167
Fund Balances - Ending	$ 572,110	$ 10,442,521	$ 4,095,473	$ 512,348

Continued

Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ 27,541,953
-	-	-	-	362,347
-	-	-	-	2,036,924
147,270	-	-	-	18,145,093
-	402,164	574,807	114,763	16,190,811
-	639,197	-	-	10,897,801
-	-	-	-	898,068
23,174	-	-	829	1,497,644
-	119	-	-	2,212,873
170,444	1,041,480	574,807	115,592	79,783,514
-	-	-	120,282	2,847,096
-	-	574,807	-	33,338,112
-	-	-	-	2,714,743
107,448	-	-	-	18,279,480
-	-	-	-	13,232,850
-	-	-	-	168,884
-	-	-	-	8,333,071
-	686,524	-	-	4,021,162
-	-	-	-	8,908
107,448	686,524	574,807	120,282	82,944,306
62,996	354,956	-	(4,690)	(3,160,792)
-	-	-	4,690	9,392,026
-	-	-	-	(5,622,161)
-	-	-	4,690	3,769,865
62,996	354,956	-	-	609,073
677,774	2,467,132	-	-	48,881,843
$ 740,770	$ 2,822,088	$ -	$ -	$ 49,490,916

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 127,300	$ 134,000	$ 6,700
Charges for Services	390,925	439,585	48,660
Investment Income	-	49,034	49,034
Miscellaneous Revenues	88,406	124,338	35,933
Total Revenues	606,631	746,957	140,327
EXPENDITURES			
Current:			
General Government	200,729	53,140	147,589
Public Safety	396,133	105,610	290,523
Physical Environment	1,401,390	356,578	1,044,812
Transportation	5,337	-	5,337
Human Services	139,829	47,631	92,198
Culture and Recreation	170,005	53,287	116,718
Total Expenditures	2,313,423	616,246	1,697,177
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,706,793)	130,711	1,837,504
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(1,706,793)	130,711	1,837,504
Fund Balance - Beginning	1,706,793	1,706,790	(3)
Fund Balance - Ending	$ -	$ 1,837,501	$ 1,837,501

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 13,240	$ 13,240
Miscellaneous Revenues	-	-	-
Total Revenues	-	13,240	13,240
EXPENDITURES			
Current:			
Economic Environment	392,036	54,999	337,037
Total Expenditures	392,036	54,999	337,037
Excess (Deficiency) of Revenues Over (Under) Expenditures	(392,036)	(41,759)	350,277
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(392,036)	(41,759)	350,277
Fund Balance - Beginning	392,036	392,035	(1)
Fund Balance - Ending	$ -	$ 350,276	$ 350,276

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 2,036,924	$ 374,424
Judgments and Fines	213,750	389,843	176,093
Investment Income	-	30,811	30,811
Miscellaneous Revenues	52,250	111,748	59,498
Total Revenues	1,928,500	2,569,326	640,826
EXPENDITURES			
Current:			
Public Safety	2,812,184	2,137,022	675,162
Total Expenditures	2,812,184	2,137,022	675,162
Excess (Deficiency) of Revenues Over (Under) Expenditures	(883,684)	432,304	1,315,988
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(350,000)	(350,000)	-
Total Other Financing Sources and (Uses)	(350,000)	(350,000)	-
Net Change in Fund Balance	(1,233,684)	82,304	1,315,988
Fund Balance - Beginning	1,233,684	1,233,684	-
Fund Balance - Ending	$ -	$ 1,315,988	$ 1,315,988

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 32,467	$ 34,481	$ 2,014
Total Revenues	32,467	34,481	2,014
EXPENDITURES			
Current:			
Human Services	76,083	42,133	33,950
Total Expenditures	76,083	42,133	33,950
Excess (Deficiency) of Revenues Over (Under) Expenditures	(43,616)	(7,652)	35,964
Net Change in Fund Balance	(43,616)	(7,652)	35,964
Fund Balance - Beginning	43,616	43,616	-
Fund Balance - Ending	$ -	$ 35,964	$ 35,964

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 9,501,763	$ 12,333,147	$ 2,831,384
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	111,875	111,875
Miscellaneous Revenues	-	315	315
Total Revenues	9,535,264	12,445,337	2,910,073
EXPENDITURES			
Current:			
Physical Environment	254,354	189,167	65,187
Economic Environment	11,136,948	9,613,842	1,523,106
Total Expenditures	11,391,302	9,803,009	1,588,293
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,856,038)	2,642,328	4,498,366
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(2,490,307)	(1,700,000)	790,307
Total Other Financing Sources and (Uses)	(2,490,307)	(1,700,000)	790,307
Net Change in Fund Balance	(4,346,345)	942,328	5,288,673
Fund Balance - Beginning	4,346,345	4,368,890	22,545
Fund Balance - Ending	$ -	$ 5,311,218	$ 5,311,218

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,074,248	$ 1,303,412	$ (2,770,836)
Charges for Services	-	20,940	20,940
Judgments and Fines	-	913	913
Investment Income	-	35,129	35,129
Miscellaneous Revenues	161,504	19,732	(141,772)
Total Revenues	4,235,752	1,380,126	(2,855,626)
EXPENDITURES			
Current:			
General Government	26,558	-	26,558
Public Safety	1,968,790	673,879	1,294,911
Physical Environment	1,140,205	470,489	669,716
Economic Environment	113,219	-	113,219
Human Services	49,937	42,665	7,272
Culture and Recreation	599,611	32,797	566,814
Court-Related	363,990	34,108	329,882
Total Expenditures	4,262,310	1,253,938	3,008,372
Excess (Deficiency) of Revenues Over (Under) Expenditures	(26,558)	126,188	152,746
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(26,558)	126,188	152,746
Fund Balance - Beginning	26,558	1,068,584	1,042,026
Fund Balance - Ending	$ -	$ 1,194,772	$ 1,194,772

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 1,187,500	$ 1,662,868	$ 475,368
Investment Income	-	103,671	103,671
Miscellaneous Revenues	-	-	-
Total Revenues	1,187,500	1,766,539	579,039
EXPENDITURES			
Current:			
Public Safety	4,388,262	1,633,282	2,754,980
Total Expenditures	4,388,262	1,633,282	2,754,980
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,200,762)	133,257	3,334,019
Net Change in Fund Balance	(3,200,762)	133,257	3,334,019
Fund Balance - Beginning	3,200,762	3,200,762	-
Fund Balance - Ending	$ -	$ 3,334,019	$ 3,334,019

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 6,229,660	$ 6,015,146	$ (214,514)
Intergovernmental Revenues	130,000	115,188	(14,812)
Charges for Services	-	37,280	37,280
Judgments and Fines	71,250	81,490	10,240
Investment Income	-	144,955	144,955
Miscellaneous Revenues	68,669	37,653	(31,016)
Total Revenues	6,499,579	6,431,712	(67,867)
EXPENDITURES			
Current:			
Culture and Recreation	9,608,765	6,344,059	3,264,706
Total Expenditures	9,608,765	6,344,059	3,264,706
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,109,186)	87,653	3,196,839
Net Change in Fund Balance	(3,109,186)	87,653	3,196,839
Fund Balance - Beginning	3,109,186	3,555,141	445,955
Fund Balance - Ending	$ -	$ 3,642,794	$ 3,642,794

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	$ 50,000	$ 50,000
Charges for Services	1,812,900	1,597,946	(214,954)
Judgements and Fines	8,550	11,200	2,650
Investment Income	-	6,699	6,699
Miscellaneous Revenue	39,900	45,867	5,967
Total Revenues	1,861,350	1,711,712	(149,638)
EXPENDITURES			
Current:			
Public Safety	2,172,470	2,007,632	164,838
Total Expenditures	2,172,470	2,007,632	164,838
Excess (Deficiency) of Revenues Over (Under) Expenditures	(311,120)	(295,920)	15,200
Net Change in Fund Balance	(311,120)	(295,920)	15,200
Fund Balance - Beginning	311,120	311,120	-
Fund Balance - Ending	$ -	$ 15,200	$ 15,200

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 1,007,421	$ 1,131,140	$ 123,719
Charges for Services	1,960,800	2,117,899	157,099
Investment Income	-	119,247	119,247
Miscellaneous Revenues	-	11,138	11,138
Total Revenues	2,968,221	3,379,424	411,203
EXPENDITURES			
Current:			
Public Safety	811,998	113,465	698,533
Court-Related	6,130,282	3,297,422	2,832,860
Total Expenditures	6,942,280	3,410,887	3,531,393
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,974,059)	(31,463)	3,942,596
OTHER FINANCING SOURCES (USES)			
Transfers In	1,146,638	1,146,638	-
Transfers (Out)	(931,000)	(931,000)	-
Total Other Financing Sources and (Uses)	215,638	215,638	-
Net Change in Fund Balance	(3,758,421)	184,175	3,942,596
Fund Balance - Beginning	3,758,421	3,232,786	(525,635)
Fund Balance - Ending	$ -	$ 3,416,961	$ 3,416,961

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 207,100	$ 253,256	$ 46,156
Charges for Services	451,250	590,615	139,365
Investment Income	-	41,112	41,112
Miscellaneous Revenues	-	-	-
Total Revenues	658,350	884,983	226,633
EXPENDITURES			
Current:			
General Government	1,731,512	750,956	980,556
Total Expenditures	1,731,512	750,956	980,556
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,073,162)	134,027	1,207,189
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(350,000)	(350,000)	-
Total Other Financing Sources and (Uses)	(350,000)	(350,000)	-
Net Change in Fund Balance	(1,423,162)	(215,973)	1,207,189
Fund Balance - Beginning	1,423,162	1,423,162	-
Fund Balance - Ending	$ -	$ 1,207,189	$ 1,207,189

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ -	$ 142,500	$ 142,500
Investment Income	-	31,009	31,009
Total Revenues	-	173,509	173,509
EXPENDITURES			
Current:			
Physical Environment	857,683	63,075	794,608
Total Expenditures	857,683	63,075	794,608
Excess (Deficiency) of Revenues Over (Under) Expenditures	(857,683)	110,434	968,117
Net Change in Fund Balance	(857,683)	110,434	968,117
Fund Balance - Beginning	857,683	857,683	-
Fund Balance - Ending	$ -	$ 968,117	$ 968,117

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 20,648,676	$ 3,543,262	$ (17,105,414)
Investment Income	-	11,265	11,265
Total Revenues	20,648,676	3,554,527	(17,094,149)
EXPENDITURES			
Current:			
General Government	24,243	-	24,243
Physical Environment	17,326,352	1,635,434	15,690,918
Culture/Recreation	3,795,708	1,902,928	1,892,780
Total Expenditures	21,146,303	3,538,362	17,607,941
Excess (Deficiency) of Revenues Over (Under) Expenditures	(497,627)	16,165	513,792
Net Change in Fund Balance	(497,627)	16,165	513,792
Fund Balance - Beginning	497,627	24,244	(473,383)
Fund Balance - Ending	$ -	$ 40,409	$ 40,409

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,323,858	$ 521,800	$ (2,802,058)
Miscellaneous Revenues	-	343,707	343,707
Total Revenues	3,323,858	865,507	(2,458,351)
EXPENDITURES			
Current:			
Economic Environment	3,323,858	1,628,981	1,694,877
Total Expenditures	3,323,858	1,628,981	1,694,877
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(763,474)	(763,474)
Net Change in Fund Balance	-	(763,474)	(763,474)
Fund Balance - Beginning	-	3,474,323	3,474,323
Fund Balance - Ending	$ -	$ 2,710,849	$ 2,710,849

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 180,244	$ 414,622	$ 234,378
Investment Income	-	9,628	9,628
Total Revenues	180,244	424,250	244,006
EXPENDITURES			
Current:			
Public Safety	436,625	401,700	34,925
Total Expenditures	436,625	401,700	34,925
Excess (Deficiency) of Revenues Over (Under) Expenditures	(256,381)	22,550	278,931
Net Change in Fund Balance	(256,381)	22,550	278,931
Fund Balance - Beginning	256,381	256,381	-
Fund Balance - Ending	$ -	$ 278,931	$ 278,931

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ 10,000	$ 53,438	$ 43,438
Miscellaneous Revenues	48,600	60,044	11,444
Total Revenues	58,600	113,482	54,882
EXPENDITURES			
Current:			
Economic Environment	1,663,567	20,620	1,642,947
Total Expenditures	1,663,567	20,620	1,642,947
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,604,967)	92,862	1,697,829
Net Change in Fund Balance	(1,604,967)	92,862	1,697,829
Fund Balance - Beginning	1,604,967	1,604,967	-
Fund Balance - Ending	$ -	$ 1,697,829	$ 1,697,829

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,777,783	$ 1,518,599	$ (2,259,184)
Investment Income	-	17,710	17,710
Miscellaneous Revenues	181,031	3,450	(177,581)
Total Revenues	3,958,814	1,539,759	(2,419,055)
EXPENDITURES			
Current:			
Economic Environment	3,941,314	1,573,327	2,367,987
Total Expenditures	3,941,314	1,573,327	2,367,987
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,500	(33,568)	(51,068)
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(17,500)	(17,500)	-
Net Change in Fund Balance	-	(51,068)	(51,068)
Fund Balance - Beginning	-	431,516	431,516
Fund Balance - Ending	$ -	$ 380,448	$ 380,448

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 11,875	$ 11,193	$ (682)
Investment Income	-	9,479	9,479
Total Revenues	11,875	20,672	8,797
EXPENDITURES			
Current:			
Public Safety	95,722	-	95,722
Human Services	208,114	36,455	171,659
Total Expenditures	303,836	36,455	267,381
Excess (Deficiency) of Revenues Over (Under) Expenditures	(291,961)	(15,783)	276,178
Net Change in Fund Balance	(291,961)	(15,783)	276,178
Fund Balance - Beginning	291,961	291,961	-
Fund Balance - Ending	$ -	$ 276,178	$ 276,178

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 3,199	$ 3,199
Total Revenues	-	3,199	3,199
EXPENDITURES			
Current:			
Court-Related	96,517	3,108	93,409
Total Expenditures	96,517	3,108	93,409
Excess (Deficiency) of Revenues Over (Under) Expenditures	(96,517)	91	96,608
Net Change in Fund Balance	(96,517)	91	96,608
Fund Balance - Beginning	96,517	96,517	-
Fund Balance - Ending	$ -	$ 96,608	$ 96,608

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 66,500	$ 108,566	$ 42,066
Special Assessments	16,263,638	16,823,935	560,297
Intergovernmental Revenues	19,000	30,661	11,661
Charges for Services	195,700	206,000	10,300
Investment Income	42,750	136,743	93,993
Miscellaneous Revenues	30,175	32,306	2,131
Total Revenues	16,617,763	17,338,211	720,448
EXPENDITURES			
Current:			
Public Safety	18,105,191	17,469,385	635,806
Total Expenditures	18,105,191	17,469,385	635,806
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,487,428)	(131,174)	1,356,254
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(266,256)	(266,256)	-
Total Other Financing Sources and (Uses)	(266,256)	(266,256)	-
Net Change in Fund Balance	(1,753,684)	(397,430)	1,356,254
Fund Balance - Beginning	1,753,684	1,753,684	-
Fund Balance - Ending	$ -	$ 1,356,254	$ 1,356,254

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,292,000	$ 1,439,639	$ 147,639
Investment Income	-	7,605	7,605
Miscellaneous Revenues	-	375	375
Total Revenues	1,292,000	1,447,619	155,619
EXPENDITURES			
Current:			
Public Safety	1,339,637	735,752	603,885
Total Expenditures	1,339,637	735,752	603,885
Excess (Deficiency) of Revenues Over (Under) Expenditures	(47,637)	711,867	759,504
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(658,222)	(658,222)	-
Total Other Financing Sources and (Uses)	(658,222)	(658,222)	-
Net Change in Fund Balance	(705,859)	53,645	759,504
Fund Balance - Beginning	705,859	705,859	-
Fund Balance - Ending	$ -	$ 759,504	$ 759,504

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDBG HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 70,000	$ -	$ (70,000)
Investment Income	2,000	3,075	1,075
Miscellaneous Revenues	3,000	-	(3,000)
Total Revenues	75,000	3,075	(71,925)
EXPENDITURES			
Current:			
Economic Environment	157,610	7,088	150,522
Total Expenditures	157,610	7,088	150,522
Excess (Deficiency) of Revenues Over (Under) Expenditures	(82,610)	(4,013)	78,597
Net Change in Fund Balance	(82,610)	(4,013)	78,597
Fund Balance - Beginning	82,610	82,610	-
Fund Balance - Ending	$ -	$ 78,597	$ 78,597

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,916,437	$ 252,709	$ (3,663,728)
Investment Income	-	18,340	18,340
Miscellaneous Revenues	434,337	238,888	(195,449)
Total Revenues	4,350,774	509,937	(3,840,837)
EXPENDITURES			
Current:			
Economic Environment	4,350,774	333,993	4,016,781
Total Expenditures	4,350,774	333,993	4,016,781
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	175,944	175,944
Net Change in Fund Balance	-	175,944	175,944
Fund Balance - Beginning	-	396,166	396,166
Fund Balance - Ending	$ -	$ 572,110	$ 572,110

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ 75,000	$ 75,000
Charges for Services	4,000,327	3,277,699	(722,628)
Investment Income	-	336,481	336,481
Total Revenues	4,000,327	3,689,180	(311,147)
EXPENDITURES			
Current:			
General Government	12,706,568	1,922,718	10,783,850
Total Expenditures	12,706,568	1,922,718	10,783,850
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,706,241)	1,766,462	10,472,703
OTHER FINANCING SOURCES			
Transfers In	-	-	-
Transfers (Out)	(1,319,001)	(1,349,183)	(30,182)
Total Other Financing Sources	(1,319,001)	(1,349,183)	(30,182)
Net Change in Fund Balance	(10,025,242)	417,279	10,442,521
Fund Balance - Beginning	10,025,242	10,025,242	-
Fund Balance - Ending	$ -	$ 10,442,521	$ 10,442,521

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,474,000	$ 9,193,660	$ 719,660
Permits and Fees	-	525	525
Intergovernmental Revenues	4,284,428	4,949,186	664,758
Charges for Services	285,000	296,579	11,579
Investment Income	-	141,046	141,046
Miscellaneous Revenues	1,234,888	1,183,193	(51,695)
Total Revenues	14,278,316	15,764,189	1,485,873
EXPENDITURES			
Current:			
Public Safety	7,890,246	7,485,578	404,668
Transportation	19,042,893	17,111,883	1,931,010
Total Expenditures	26,933,139	24,597,461	2,335,678
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,654,823)	(8,833,272)	3,821,551
OTHER FINANCING SOURCES			
Transfers In	8,240,698	8,240,698	-
Total Other Financing Sources	8,240,698	8,240,698	-
Net Change in Fund Balance	(4,414,125)	(592,574)	3,821,551
Fund Balance - Beginning	4,414,125	4,688,047	273,922
Fund Balance - Ending	$ -	$ 4,095,473	$ 4,095,473

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 966,713	$ 1,031,388	$ 64,675
Investment Income	-	38,850	38,850
Total Revenues	966,713	1,070,238	103,525
EXPENDITURES			
Current:			
Transportation	7,698,633	1,060,149	6,638,484
Debt Service			
Principal Retirement	54,078	-	54,078
Interest and Fiscal Charges	17,706	8,908	8,798
Total Expenditures	7,770,417	1,069,057	6,701,360
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,803,704)	1,181	6,804,885
OTHER FINANCING SOURCES (USES)			
Issuance of Notes/Bonds Payable	6,292,537	-	(6,292,537)
Total Other Financing Sources and (Uses)	6,292,537	-	(6,292,537)
Net Change in Fund Balance	(511,167)	1,181	512,348
Fund Balance - Beginning	511,167	511,167	-
Fund Balance - Ending	$ -	$ 512,348	$ 512,348

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 97,374	$ 147,270	$ 49,896
Investment Income	-	23,174	23,174
Total Revenues	97,374	170,444	73,070
EXPENDITURES			
Current:			
Transportation	775,148	107,448	667,700
Total Expenditures	775,148	107,448	667,700
Excess (Deficiency) of Revenues Over (Under) Expenditures	(677,774)	62,996	740,770
Net Change in Fund Balance	(677,774)	62,996	740,770
Fund Balance - Beginning	677,774	677,774	-
Fund Balance - Ending	$ -	$ 740,770	$ 740,770

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 517,000	$ 402,164	$ (114,836)
Charges for Services	587,000	639,197	52,197
Judgments and Fines	-	-	-
Miscellaneous Revenues	-	119	119
Total Revenues	1,104,000	1,041,480	(62,520)
EXPENDITURES			
Current:			
Court-Related	1,104,000	686,524	417,476
Total Expenditures	1,104,000	686,524	417,476
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	354,956	354,956
Net Change in Fund Balance	-	354,956	354,956
Fund Balance - Beginning	-	2,467,132	2,467,132
Fund Balance - Ending	$ -	$ 2,822,088	$ 2,822,088

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 874,724	$ 574,807	$ (299,917)
Total Revenues	874,724	574,807	(299,917)
EXPENDITURES			
Current:			
Public Safety	874,724	574,807	299,917
Total Expenditures	874,724	574,807	299,917
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SUPERVISOR OF ELECTIONS PROGRAMS
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 150,953	$ 114,763	$ (36,190)
Investment Income	-	829	829
Total Revenues	150,953	115,592	(35,361)
EXPENDITURES			
Current:			
General Government	155,643	120,282	35,361
Total Expenditures	155,643	120,282	35,361
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,690)	(4,690)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	4,690	4,690	-
Total Other Financing Sources and (Uses)	4,690	4,690	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND
For the Year Ended September 30, 2019

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	10,375	139,594	129,219
Miscellaneous	2,294,123	-	(2,294,123)
Total Revenues	2,304,498	199,594	(2,104,904)
EXPENDITURES			
Debt Service			
Principal Retirement	7,335,154	7,765,000	(429,846)
Interest and Fiscal Charges	7,482,397	6,838,582	643,815
Bond Issuance Cost	345,831	310,578	35,253
Total Expenditures	15,163,382	14,914,160	249,222
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,858,884)	(14,714,566)	(1,855,682)
OTHER FINANCING SOURCES (USES)			
Transfers In	12,049,002	13,104,058	1,055,056
Issuance of Refunding Bonds Payable	41,545,000	41,545,000	-
Premium(Discount)Notes/Bonds	5,318,882	5,318,882	-
Payment to Refunded Bond Holders	(46,554,000)	(46,554,000)	-
Total Other Financing Sources and (Uses)	12,358,884	13,413,940	1,055,056
Net Change in Fund Balance	(500,000)	(1,300,626)	(800,626)
Fund Balance - Beginning	500,000	1,570,981	1,070,981
Fund Balance - Ending	$ -	$ 270,355	$ 270,355

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUNDS

Proprietary funds are used to account for Business-Type activities. The focus is on the determination of operating income, changes in net position (or cost recovery), financial position and cash flows.

Inspection Fund
Used to account for building inspection services provided to the residents of Escambia County.

Bay Center Fund
Used to account for the operation, maintenance and improvements of the Pensacola Bay Center.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,598,562	$ 2,891,433	$ 5,489,995
Restricted Assets Available for Current Liabilities	7,285	-	7,285
Investments	1,932,367	537,235	2,469,602
Accounts Receivable, Net of Allowance for Uncollectable Accounts	-	118,887	118,887
Inventories	-	101,902	101,902
Total Current Assets	4,538,214	3,649,457	8,187,671
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Less: Portion Classified as Current	(7,285)	-	(7,285)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,915,343	25,915,343
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	549,874	2,299,689	2,849,563
Less: Accumulated Depreciation	(352,277)	(27,744,626)	(28,096,903)
Total Capital Assets (Net)	197,597	3,564,869	3,762,466
Total Noncurrent Assets	197,597	3,564,869	3,762,466
Total Assets	4,735,811	7,214,326	11,950,137
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	670,613	-	670,613
OPEB Cost and Subsequent Contributions	9,953	-	9,953
Total deferred outflow of resources	680,566	-	680,566

Continued

ESCAMBIA COUNTY, FLORIDA

COMBINING STATEMENT OF NET POSITION - Continued

NONMAJOR PROPRIETARY FUNDS

September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	37,464	946,419	983,883
Accrued Liabilities	88,636		88,636
Compensated Absences Payable	32,758	-	32,758
Due to Other Governments	-	31,472	31,472
Deposits	30,498	260	30,758
Other Current liabilities	-	2,076,332	2,076,332
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Total Current Liabilities	196,641	3,054,483	3,251,124
Noncurrent Liabilities:			
Compensated Absences Payable	294,819	-	294,819
Other Post Employment Benefits	143,780	-	143,780
Net Pension Liability Proportionate Share	1,784,079	-	1,784,079
Total Noncurrent Liabilities	2,222,678	-	2,222,678
Total Liabilities	2,419,319	3,054,483	5,473,802
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	149,100	-	149,100
Unamortized OPEB Costs	10,065	-	10,065
Total deferred inflow of resources	159,165	-	159,165
NET POSITION			
Net Investment in Capital Assets	197,597	3,564,869	3,762,466
Unrestricted	2,640,296	594,974	3,235,270
Total Net Position	$ 2,837,893	$ 4,159,843	$ 6,997,736

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	**Bay Center Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 2,976,526	$ 5,489,189	$ 8,465,715
Miscellaneous Revenues	63,248	25,115	88,363
Total Operating Revenues	3,039,774	5,514,304	8,554,078
Operating Expenses:			
Personal Services	2,127,637	-	2,127,637
Contracted Services	-	6,674,703	6,674,703
Supplies and Materials	8,205	-	8,205
Repairs and Maintenance	59,318	949	60,267
Other Services and Charges	378,009	9,809	387,818
Depreciation	37,500	757,590	795,090
Premiums/Claims Expense	8,205	119,165	127,370
Total Operating Expenses	2,618,874	7,562,216	10,181,090
Operating Income (Loss)	420,900	(2,047,912)	(1,627,012)
Nonoperating Revenues (Expenses):			
Grants	-	-	-
Investment Income	128,845	11,101	139,946
Total Nonoperating Revenues (Expenses)	128,845	11,101	139,946
Income Before Transfers and Contributions	549,745	(2,036,811)	(1,487,066)
Transfer In	-	1,700,000	1,700,000
Capital Contributions	-	97,294	97,294
Change in Net Position	549,745	(239,517)	310,228
Net Position - Beginning	2,288,148	4,399,360	6,687,508
Net Position - Ending	$ 2,837,893	$ 4,159,843	$ 6,997,736

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 3,057,588	$ 5,901,828	$ 8,959,416
Payments to suppliers	(448,674)	(6,514,494)	(6,963,168)
Payments to employees	(1,961,117)	-	(1,961,117)
Net Cash Provided (Used) by Operating Activities	647,797	(612,666)	35,131
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	-	1,700,000	1,700,000
Subsidy from federal/state grants	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	-	1,700,000	1,700,000
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(86,093)	29,680	(56,413)
Net Cash (Used) by Capital and Related Financing Activities	(86,093)	29,680	(56,413)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(96,374)	(138,293)	(234,667)
Interest received	128,845	11,101	139,946
Net Cash Provided (Used) by Investing Activities	32,471	(127,192)	(94,721)
Net Increase (Decrease) in Cash and Cash Equivalents	594,175	989,822	1,583,997
Cash and cash equivalents at beginning of year	2,011,672	1,901,611	3,913,283
Cash and cash equivalents at end of year	$ 2,605,847	$ 2,891,433	$ 5,497,280
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,598,562	$ 2,891,433	$ 5,489,995
Current restricted assets	7,285	-	7,285
Total Cash and Cash Equivalents	$ 2,605,847	$ 2,891,433	$ 5,497,280

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	$ 420,900	$ (2,047,912)	$ (1,627,012)
Depreciation	37,500	757,590	795,090
Change in Assets and Liabilities:			
Accounts receivable	299	15,854	16,153
Inventories	-	(28,274)	(28,274)
Prepaids	-	-	-
Accounts payable	17,873	304,768	322,641
Accrued liabilities	(8,724)	-	(8,724)
Due to other governments	(12,810)	13,638	828
Customer deposits	17,515	260	17,775
Other current liabilities	-	371,410	371,410
Compensated absences	(26,760)	-	(26,760)
Post employment benefits	3,322	-	3,322
Net pension liability proportionate share and related deferred outflows/inflows of resources	198,682	-	198,682
Total Adjustments	226,897	1,435,246	1,662,143
Net Cash Provided (Used) by Operating Activities	$ 647,797	$ (612,666)	$ 35,131
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 97,294	$ 97,294

BUSINESS -TYPE FUNDS

INTERNAL SERVICE FUNDS

Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component unit, or to other governments, on a cost-reimbursement basis.

Board of County Commissioners - ISF
Used to account for risk management services, garage and fuel services provided to County departments, and for the administration of employee benefits.

Clerk of Circuit Court and Comptroller - ISF
Used to account for annual costs related to compensated absence policy and activities for the Court Related employees of the Clerk of the Circuit Court and Comptroller's Office.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 9,986,848	$ 691,929	$ 10,678,777
Investments	7,325,979	-	7,325,979
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,374,962	-	1,374,962
Due from Other Funds	630,567	-	630,567
Due from Other Governments	123,573	-	123,573
Inventories	322,329	-	322,329
Total Current Assets	19,764,258	691,929	20,456,187
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	297,933	-	297,933
Less: Accumulated Depreciation	(1,086,159)	-	(1,086,159)
Total Capital Assets (Net)	548,711	-	548,711
Total Noncurrent Assets	548,711	-	548,711
Total Assets	20,312,969	691,929	21,004,898
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	284,420	-	284,420
Unamortized OBEB Cost and Subsequent Contributions	6,186	-	6,186
Total deferred outflow of resources	290,606	-	290,606

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2019

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	5,040,699	-	5,040,699
Contracts Payable	26,838	-	26,838
Accrued Liabilities	55,387	-	55,387
Compensated Absences Payable	23,473	69,193	92,666
Estimated Claims Payable	2,916,000	-	2,916,000
Due to Other Governments	5,495	-	5,495
Deposits	1,382	-	1,382
Total Current Liabilities	8,069,274	69,193	8,138,467
Noncurrent Liabilities:			
Compensated Absences Payable	211,253	622,736	833,989
Other Post Employment Benefits	80,226	-	80,226
Net Pension Liability	795,270	-	795,270
Estimated Claims Payable	6,562,000	-	6,562,000
Total Noncurrent Liabilities	7,648,749	622,736	8,271,485
Total Liabilities	15,718,023	691,929	16,409,952
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	67,638	-	67,638
Unamortized OPEB Costs	6,256	-	6,256
Total deferred inflow of resources	73,894	-	73,894
NET POSITION			
Net Investment in Capital Assets	548,711	-	548,711
Unrestricted	4,262,947	-	4,262,947
Total Net Position	$ 4,811,658	$ -	$ 4,811,658

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 37,729,427	$ 475,040	$ 38,204,467
Miscellaneous Revenues	-	-	-
Total Operating Revenues	37,729,427	475,040	38,204,467
Operating Expenses:			
Personal Services	1,218,706	475,040	1,693,746
Claims Incurrred and Changes in Estimate	1,982,591	-	1,982,591
Repairs and Maintenance	31,347	-	31,347
Other Services and Charges	4,126,419	-	4,126,419
Depreciation	69,836	-	69,836
Premiums/Claims Expense	30,850,741	-	30,850,741
Total Operating Expenses	38,279,640	475,040	38,754,680
Operating Income (Loss)	(550,213)	-	(550,213)
Nonoperating Revenues (Expenses):			
Investment Income	441,578	-	441,578
Total Nonoperating Revenues (Expenses)	441,578	-	441,578
Income Before Transfers and Contributions	(108,635)	-	(108,635)
Transfer In	-	-	-
Transfer (Out)	-	-	-
Change in Net Position	(108,635)	-	(108,635)
Net Position - Beginning	4,920,293	-	4,920,293
Net Position - Ending	$ 4,811,658	$ -	$ 4,811,658

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governmental Activities- Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 5,393,542	$ -	$ 5,393,542
Receipts from interfund risk/benefits management	27,692,838	-	27,692,838
Receipts from interfund fleet/fuel management	3,942,934	-	3,942,934
Payments to suppliers	(34,936,374)	-	(34,936,374)
Payments to employees	(1,164,397)	4,946	(1,159,451)
Net Cash Provided (Used) by Operating Activities	928,543	4,946	933,489
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	-	-	-
Transfers from Other Funds	-	-	-
Advances due to/from other funds	204,551	-	204,551
Net Cash Provided (Used) by Noncapital Financing Activities	204,551	-	204,551
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(23,811)	-	(23,811)
Net Cash (Used) by Capital and Related Financing Activities	(23,811)	-	(23,811)
Cash Flows from Investing Activities			
Sale (purchase) of investments	147,110	-	147,110
Interest received	441,578	-	441,578
Net Cash Provided (Used) by Investing Activities	588,688	-	588,688
Net Increase (Decrease) in Cash and Cash Equivalents	1,697,971	4,946	1,702,917
Cash and cash equivalents at beginning of year	8,288,877	686,983	8,975,860
Cash and Cash Equivalents at End of Year	$ 9,986,848	$ 691,929	$ 10,678,777
Cash and Cash Equivalents Classified As:			
Current assets	$ 9,986,848	$ 691,929	$ 10,678,777
Total Cash and Cash Equivalents	$ 9,986,848	$ 691,929	$ 10,678,777

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2019

	Governnmental Activities - Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	$ (550,213)	$ -	$ (550,213)
Depreciation	69,836	-	69,836
(Increase) Decrease in accounts receivable	(705,632)	-	(705,632)
(Increase) Decrease in inventories	51,335	-	51,335
Increase (Decrease) in accounts payable	2,466,776	-	2,466,776
Increase (Decrease) in contracts payable	26,838	-	26,838
Increase (Decrease) in accrued liabilities	4,877	-	4,877
other governments	3,696	-	3,696
Increase (Decrease) in customer deposits	1,382	-	1,382
Increase (Decrease) in compensated absences	(40,710)	4,946	(35,764)
Increase (Decrease) in Post Employment Benefits	(7,071)	-	(7,071)
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	101,350	-	101,350
Increase (Decrease) in claims payable	(493,921)	-	(493,921)
Total Adjustments	1,478,756	4,946	1,483,702
Net Cash Provided (Used for) Operating Activities	$ 928,543	$ 4,946	$ 933,489
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ -	$ -

FIDUCIARY FUNDS

AGENCY FUNDS

Agency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

Clerk of the Circuit Court and Comptroller
Used to account for resources received and held by the Clerk in a fiduciary capacity. These resources represent fines, forfeitures and filing fees collected for other governmental agencies and support payments, jury and witness services and posted bonds collected for individuals.

Sheriff
Used to account for the assets held by the Sheriff for individuals such as prisoner's funds, confiscated monies held as evidence, and prepayments of the Sheriff's fees for serving papers.

Tax Collector
Used to account for property taxes and fees for licenses.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2019

	Clerk General Agency	Sheriff General Agency	Tax Collector General Agency	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,816,293	$ 344,102	$ 5,302,205	$ 11,462,600
Accounts Receivable	-	-	487,031	487,031
Total Assets	$ 5,816,293	$ 344,102	$ 5,789,236	$ 11,949,631
LIABILITIES				
Due to Other Governments	$ 17,468	$ -	$ 4,177,323	$ 4,194,791
Due to Individuals	1,896,913	344,102	1,611,913	3,852,928
Other Current Liabilities	3,901,912	-	-	3,901,912
Total Liabilities	$ 5,816,293	$ 344,102	$ 5,789,236	$ 11,949,631

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2019

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
Accounts Receivable	-	-	-	-
Total Assets	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
LIABILITIES				
Accounts Payable	$ -	$ -	$ -	$ -
Due to Other Governments	25,175	216,381	224,088	17,468
Due to Individuals	1,733,124	2,481,607	2,317,818	1,896,913
Other Current Liabilities	3,602,180	20,893,370	20,593,638	3,901,912
Total Liabilities	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	427,665	$ 1,066,764	$ 1,150,327	$ 344,102
Accounts Receivable	-	-	-	-
Total Assets	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102
LIABILITIES				
Due to Other Governments	51,660	$ 315,669	$ 367,329	$ -
Due to Individuals	376,005	751,095	782,998	344,102
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 3,919,044	$ 2,228,187,909	$ 2,226,804,748	$ 5,302,205
Accounts Receivable	422,557	203,022,906	202,958,432	487,031
Total Assets	$ 4,341,601	$ 2,431,210,815	$ 2,429,763,180	$ 5,789,236
LIABILITIES				
Due to Other Governments	$ 4,016,518	$ 398,740,287	$ 398,579,482	$ 4,177,323
Due to Individuals	325,083	121,467,189	120,180,359	1,611,913
Total Liabilities	$ 4,341,601	$ 520,207,476	$ 518,759,841	$ 5,789,236

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2019

AGENCY COMBINED TOTALS

	Balance 10/01/18	Additions	Deductions	Balance 09/30/19
ASSETS				
Cash and Cash Equivalents	$ 9,707,188	$ 2,252,846,031	$ 2,251,090,619	$ 11,462,600
Accounts Receivable	422,557	203,022,906	202,958,432	487,031
Total Assets	$ 10,129,745	$ 2,455,868,937	$ 2,454,049,051	$ 11,949,631
LIABILITIES				
Accounts Payable	$ -	$ -	$ -	$ -
Due to Other Governments	4,093,353	399,272,337	399,170,899	4,194,791
Due to Individuals	2,434,212	124,699,891	123,281,175	3,852,928
Other Current Liabilities	3,602,180	20,893,370	20,593,638	3,901,912
Total Liabilities	$ 10,129,745	$ 544,865,598	$ 543,045,712	$ 11,949,631

Statistical Section

This part of the Escambia County, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the County's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the County provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant years.


ESCAMBIA COUNTY
FLORIDA

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	2018	2017*	2016
Governmental activities				
Net investment in capital assets	$ 535,721	$ 482,496	$ 463,840	$ 437,792
Restricted	163,964	162,236	164,972	155,972
Unrestricted	(135,138)	(107,680)	(110,792)	(68,495)
Total governmental activities net position	564,547	537,052	518,020	525,269
Business-type activities				
Net investment in capital assets	51,369	50,808	49,735	47,463
Unrestricted	21,648	22,482	25,238	26,377
Total business-type activities net position	73,017	73,290	74,973	73,840
Primary government				
Net investment in capital assets	587,090	533,304	513,575	485,255
Restricted	163,964	162,236	164,972	155,972
Unrestricted	(113,490)	(85,198)	(85,554)	(42,118)
Total primary government net position	$ 637,564	$ 610,342	$ 592,993	$ 599,109

* As restated for change in Accounting Principle

Continued next page

2015	2014*	2013	2012	2011	2010
$ 436,375	$ 442,851	$ 452,717	$ 458,089	$ 458,331	$ 445,075
128,529	64,981	102,728	86,651	85,670	91,990
(58,603)	(22,759)	15,359	30,839	10,083	10,312
506,301	485,073	570,804	575,579	554,084	547,377
51,827	50,952	52,502	49,930	49,870	48,811
17,218	13,816	15,992	14,852	14,200	10,707
69,045	64,768	68,494	64,782	64,070	59,518
488,202	493,803	505,219	508,019	508,201	493,887
128,529	64,981	102,728	86,651	85,670	91,990
(41,384)	(8,943)	31,351	45,691	24,283	21,019
$ 575,347	$ 549,841	$ 639,298	$ 640,361	$ 618,154	$ 606,896

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2019**	**2018**	**2017**	**2016**
Governmental activities:				
General government	$ 74,074	$ 69,239	$ 71,637	$ 59,270
Public Safety	170,752	154,065	148,553	146,708
Physical environment	6,048	5,831	2,855	2,736
Transportation	50,356	49,239	48,569	56,118
Economic environment	14,642	15,180	14,088	12,461
Human services	4,086	3,011	2,679	2,602
Culture and recreation	11,408	14,177	9,957	10,248
Court related	12,530	11,426	12,583	11,686
Interest	6,621	6,491	4,574	3,277
Total governmental activities expenses	350,517	328,659	315,495	305,106
Business-type activities:				
Solid waste	11,556	10,443	10,110	10,143
Emergency medical services	16,207	15,099	13,616	12,678
Inspection fund	2,619	2,594	2,500	2,435
Bay Center	7,562	7,153	7,006	6,837
Total business-type activities expenses	37,944	35,289	33,232	32,093
Total primary government expenses	$ 388,461	$ 363,948	$ 348,727	$ 337,199
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,821	5,551	5,378	4,933
Public safety	21,952	21,538	22,684	19,472
Physical environment	17,006	16,897	15,806	15,707
Transportation	6,952	6,747	7,053	6,854
Economic environment	643	766	382	581
Culture/recreation	457	435	514	520
Court related	11,718	11,449	12,316	11,559
Operating grants and contributions	17,244	27,145	19,187	24,286
Capital grants and contributions	37,113	16,103	9,856	8,255
Total governmental activities program revenue	118,906	106,631	93,176	92,167
Business-type activities:				
Charges for services				
Solid waste	16,075	14,998	15,373	15,141
Emergency medical services	11,863	12,773	10,963	12,832
Inspection fund	2,977	2,890	2,622	2,581
Bay Center	5,489	5,101	4,564	4,975
Operating grants and contributions	-	-	-	-
Capital grants and contributions	305	125	155	161
Total business-type activities program revenue	36,709	35,887	33,677	35,690
Total primary government program revenues	$ 155,615	$ 142,518	$ 126,853	$ 127,857
Net (Expense)/Revenue				
Governmental activities	$ (231,611)	$ (222,028)	$ (222,319)	$ (212,939)
Business-type activities	(1,235)	598	445	3,597
Total primary government net expense	$ (232,846)	$ (221,430)	$ (221,874)	$ (209,342)

Continued next page

2015	2014	2013	2012	2011	2010
$ 52,406	$ 63,252	$ 74,163	$ 67,918	$ 66,068	$ 58,525
127,345	127,213	107,598	120,918	117,657	120,345
2,423	1,618	2,057	4,694	6,892	4,418
51,235	48,542	52,130	49,084	47,726	44,860
11,486	12,139	11,274	13,225	13,361	19,468
2,689	2,462	2,493	2,781	2,790	3,318
9,140	8,930	4,464	7,024	6,073	5,647
12,955	11,215	10,152	7,922	8,405	8,446
3,441	3,392	3,058	4,388	5,165	5,397
273,120	278,763	267,389	277,954	274,137	270,424
9,956	9,919	9,988	10,254	11,941	11,822
10,978	10,796	9,912	9,723	9,387	9,563
2,187	2,079	1,876	2,285	2,580	2,874
6,685	6,560	6,583	5,876	5,743	6,509
29,806	29,354	28,359	28,138	29,651	30,769
$ 302,926	$ 308,117	$ 295,748	$ 306,092	$ 303,788	$ 301,193
4,471	4,273	4,285	25,380	25,142	25,084
17,998	17,947	17,725	18,629	17,679	17,469
17,732	14,935	13,582	2,625	2,364	2,566
6,746	6,509	6,249	1,254	1,444	1,241
270	380	321	6	42	5
522	494	380	397	300	311
11,543	10,021	6,674	2,791	3,070	3,007
18,434	18,946	19,239	45,950	32,687	31,039
8,104	10,655	4,813	10,683	11,704	27,450
85,820	84,160	73,268	107,716	94,432	108,172
13,485	13,618	11,998	11,674	12,489	11,681
12,013	12,158	11,454	9,386	11,548	13,924
2,262	2,299	2,091	1,970	1,904	1,829
4,409	4,558	3,905	3,735	3,490	3,974
-	103	2	236	14	107
735	131	1,556	92	718	1,624
32,904	32,867	31,006	27,093	30,163	33,138
$ 118,724	$ 117,027	$ 104,274	$ 134,809	$ 124,595	$ 141,310
$ (187,300)	$ (194,603)	$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)
3,098	3,513	2,647	(1,046)	512	2,369
$ (184,202)	$ (191,090)	$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	**2018**	**2017**	**2016**
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	$ 124,916	$ 116,325	$ 110,051	$ 109,691
Sales tax	75,533	72,004	66,762	64,634
Gasoline taxes	19,040	18,890	18,797	18,178
Tourist development tax	12,333	11,361	10,598	9,956
Other taxes and payments in lieu of taxes	4,734	4,849	4,789	4,759
Intergovernmental-unrestricted	9,414	8,889	8,522	8,216
Investment income	9,525	3,421	2,135	2,805
Gain (loss) on sale of capital assets			-	-
Miscellaneous	2,987	2,645	2,908	4,677
Gain (loss) on sale of capital assets			-	-
Transfers - internal activities	624	2,677	(744)	(697)
Special Item	-	-	-	9,689
Total general revenues and transfers	259,106	241,061	223,818	231,908
Business-type activities:				
Investment income	1,417	322	258	416
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	169	75	43	83
Capital contributions	-	-	-	-
Transfers - internal activities	(624)	(2,678)	744	697
Total business-type activities	962	(2,281)	1,045	1,196
Total primary government	$ 260,068	$ 238,780	$ 224,863	$ 233,104
Change in Net Position				
Governmental activities	$ 27,495	$ 19,033	$ 1,499	$ 18,969
Business-type activities	(273)	(1,683)	1,490	4,793
Total change in net position	$ 27,222	$ 17,350	$ 2,989	$ 23,762

Continued next page

2015	2014	2013	2012	2011	2010
$ 108,848	$ 101,076	$ 93,789	$ 99,683	$ 105,428	$ 103,386
62,074	59,450	56,515	54,113	53,164	49,382
17,507	16,107	12,621	13,069	13,315	13,388
9,160	8,396	7,801	7,156	6,462	5,051
5,961	6,028	7,865	-	-	-
7,987	7,408	7,024	8,333	8,189	8,227
2,659	1,348	390	3,617	1,509	1,163
-	-	-	5,246	104	133
6,528	8,131	4,249	1,619	1,698	2,180
(11,481)	-	-	-	-	-
(715)	(763)	(907)	(1,104)	(3,456)	(8,044)
-	-	-	-	-	-
208,528	207,181	189,347	191,732	186,413	174,866
386	177	53	615	228	130
-	-	-	-	146	90
79	400	104	38	209	416
-	-	-	-	-	-
715	763	907	1,104	3,456	8,044
1,180	1,340	1,064	1,757	4,039	8,680
$ 209,708	$ 208,521	$ 190,411	$ 193,489	$ 190,452	$ 183,546
$ 21,228	$ 12,578	$ (4,774)	$ 21,495	$ 6,708	$ 12,614
4,278	4,853	1,064	1,757	4,039	8,680
$ 25,506	$ 17,431	$ (3,710)	$ 23,252	$ 10,747	$ 21,294

Schedule 3
Escambia County, Florida

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2019	2018	2017	2016
General Fund:				
Nonspendable	$ 727	$ 753	$ 694	$ 644
Restricted			-	-
Committed			-	-
Assigned	18,484	15,268	16,297	18,952
Unassigned	29,037	34,190	30,149	27,682
Total general fund	48,248	50,211	47,140	47,278
All Other Governmental Funds:				
Nonspendable	$ 334	$ 501	563	17,954
Restricted	208,757	239,658	244,779	138,898
Committed	17,393	17,377	17,115	14,916
Assigned	-	-	-	-
Unassigned	(6,585)	(9,546)	(9,820)	(8,204)
Total all other governmental funds	219,899	247,990	252,637	163,564
Total all governmental funds	$ 268,147	$ 298,201	$ 299,777	$ 210,842

	Fiscal Year
	2010
General Fund:	
Reserved	$ 1,458
Unreserved	31,274
Total general fund	32,732
All Other Governmental Funds:	
Reserved	52,433
Unreserved, reported in:	
Special revenue funds	17,321
Debt service fund	-
Capital projects funds	39,352
Total all other governmental funds	109,106
Total all governmental funds	$ 141,838

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

2015	2014	2013	2012	2011
$ 4,292	$ 4,367	$ 4,805	$ 5,021	$ 579
-	-	52	-	-
-	-	-	-	-
17,911	10,073	8,402	4,908	903
25,536	23,647	19,361	16,868	27,954
47,739	38,087	32,620	26,798	29,437
10,118	5,609	2,567	7,776	18,896
124,568	123,349	99,764	86,651	85,670
16,121	14,267	13,545	9,100	8,418
-	-	-	8,777	7,655
(6,240)	(3,836)	(3,980)	(6,088)	(18,135)
144,567	139,389	111,896	106,216	102,504
$ 192,306	$ 177,476	$ 144,516	$ 133,014	$ 131,941

Schedule 4

Escambia County, Florida

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	2019	2018	2017	2016
REVENUES				
Taxes	$ 202,217	$ 190,782	$ 180,220	$ 177,312
Permits, fees and special assessments	19,392	19,127	19,048	15,966
Franchise fees	15,464	15,461	14,747	14,883
Intergovernmental revenue	94,857	83,736	67,034	70,451
Charges for services	24,949	23,908	25,441	23,968
Fines and forfeits	2,516	2,376	2,900	2,529
Investment income	9,083	3,337	2,059	2,620
Miscellaneous	6,054	5,794	5,615	6,492
Total revenues	374,532	344,521	317,064	314,221
EXPENDITURES				
General government	65,321	57,291	55,134	55,544
Public safety	141,880	136,213	132,449	132,149
Physical environment	4,338	8,486	3,385	2,110
Transportation	35,437	33,702	33,724	34,398
Economic environment	14,323	14,959	14,635	12,322
Human services	3,805	2,793	2,449	2,549
Culture and recreation	11,287	9,221	8,320	7,677
Court-related	10,841	11,180	11,286	10,541
Debt service:				
Principal	7,765	8,024	7,343	7,160
Interest	6,847	6,706	3,961	3,127
Bond issuance costs	310	-	552	-
Capital outlay	103,365	60,203	42,054	27,418
Total expenditures	405,519	348,778	315,292	294,995
Excess of revenues over (under) expenditures	(30,987)	(4,257)	1,772	19,226
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	41,545	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	-	-	78,060	-
Premium(Discount)Notes/Bonds	5,319	-	10,682	-
Notes issued	-	-	-	-
Payments made to bond escrow agents	-	-	-	-
Payments made to refunded bond holders	(46,554)			
Insurance recoveries	-	-	-	-
Transfers in	26,862	36,849	24,865	22,053
Transfers out	(26,239)	(34,167)	(26,444)	(22,743)
Total other financing sources (uses)	933	2,682	87,163	(690)
Net change in fund balances	$ (30,054)	$ (1,575)	$ 88,935	$ 18,536
Debt service as a percentage of noncapital expenditures	5.01%	5.28%	4.27%	3.95%

Continued next page

	Fiscal Year					
	2015	**2014**	**2013**	**2012**	**2011**	**2010**
	$ 173,928	$ 161,956	$ 149,265	$ 153,137	$ 157,787	$ 152,344
	16,027	13,916	13,546	12,893	12,074	12,180
	15,140	14,608	13,308	13,372	13,811	14,109
	62,617	62,337	57,770	81,844	68,947	85,534
	23,618	21,677	18,111	17,627	17,218	16,885
	2,606	2,407	2,262	1,145	1,207	990
	2,504	1,344	418	3,415	1,395	1,042
	9,820	11,935	8,992	5,180	10,453	6,987
	306,260	290,180	263,672	288,613	282,892	290,071
	53,032	56,079	58,979	59,147	61,209	51,716
	124,781	119,698	103,464	112,270	112,160	108,184
	4,173	1,731	2,279	5,251	6,432	5,490
	30,601	27,584	26,812	26,183	26,172	23,898
	11,227	12,796	10,419	12,517	13,428	18,973
	2,686	2,337	2,079	2,254	2,323	2,786
	7,450	6,867	2,271	1,556	2,186	1,409
	11,693	10,071	9,132	9,308	9,576	9,603
	6,812	4,397	3,526	3,670	3,998	13,052
	3,290	3,241	3,148	4,388	5,165	5,397
	-	-	-	-	-	-
	34,970	32,156	32,279	50,446	42,539	46,438
	290,715	276,957	254,388	286,991	285,188	286,946
	15,545	13,223	9,284	1,622	(2,296)	3,125
	-	-	8,406	48,880	-	-
	-	-	-	48,040	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	20,500	-	-	-	-
	-	-	(8,362)	(96,700)	-	-
	-	-	-	749	301	308
	21,251	18,331	18,256	36,443	26,941	35,798
	(21,966)	(19,094)	(16,083)	(38,057)	(34,843)	(38,842)
	(715)	19,737	2,217	(645)	(7,601)	(2,736)
	$ 14,830	$ 32,960	$ 11,501	$ 976	$ (9,897)	$ 389
	4.09%	3.21%	3.08%	3.54%	4.06%	4.09%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property (1)					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property (2)	Total	Total Direct Tax Rate
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	7.6605
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	7.6605
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	7.6605
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	7.6605
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	7.6605
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	7.6605
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	7.6605
2017	10,935,245	2,980,222	361,561	1,872,431	16,149,459	7.6605
2018	11,727,822	3,150,769	384,934	2,036,817	17,300,342	7.6605
2019	12,381,210	3,526,119	398,812	2,158,624	18,464,765	7.6605

Source: Escambia County Property Appraiser
www.escpa.org

(1) Taxable value of property subject to direct tax rate.

(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates


ESCAMBIA COUNTY
FLORIDA

Schedule 6
Escambia County, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(Rates per $1,000 of Assessed Value)
Millage rates levied for the fiscal year ending September 30

	Fiscal Year			
	2019	2018	2017	2016
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.3590
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685
Total direct rate	7.6605	7.6605	7.6605	7.6605
Overlapping:				
Escambia County School Board	6.0430	6.3250	6.6310	6.8760
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.0000
Northwest Florida Water Management	0.0327	0.0338	0.0353	0.0366
Town of Century	0.9204	0.9204	0.9204	0.9732
Total overlapping rates	13.2856	13.5687	13.8762	14.1753

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2015	2014	2013	2012	2011	2010
6.6165	6.6165	6.9755	6.9755	6.9755	6.9755
0.3590	0.359	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	7.6605
7.1130	7.557	7.558	7.821	7.860	7.860
4.2895	4.2895	4.2895	4.2895	4.5395	4.5395
2.0000	2.000	2.000	2.000	2.000	2.000
0.0378	0.039	0.040	0.040	0.045	0.045
0.9006	0.9006	0.9048	0.9048	0.9048	0.823
14.3409	14.7861	14.7921	15.0553	15.3493	15.2675

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2019			Fiscal Year 2010		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 709,213	1	3.84%	$ 455,613	1	1.74%
Sacred Heart Health Systems	328,740	2	1.78%			0.00%
International Paper Corp	267,086	3	1.45%	374,457	2	1.43%
City of Pensacola	260,159	4	1.41%			0.00%
Navy Federal Credit Union	162,287	5	0.88%			0.00%
Pensacola POB/Baptist	146,583	6	0.79%	66,231	9	0.25%
Ascend Performance Material*	128,613	7	0.70%	140,170	3	0.54%
Pensacola Christian College	126,229	8	0.68%			0.00%
West Florida Regional Medical	113,654	9	0.62%	91,542	4	0.35%
Walmart/Sams	75,565	10	0.41%	64,397	6	0.25%
Bellsouth Telecommunication				71,747	5	0.27%
CoxCom Inc (formerly Cox Cable)				50,584	7	0.19%
Simon Debartolo Group				35,322	8	0.14%
Exxon/Mobil Chemical				40,191	10	0.15%
Total	$ 2,318,129		12.55%	$ 1,390,254		5.32%
	(1) $ 18,464,765			(1) $ 26,146,258		

Sources:
Escambia County Tax Roll compiled by the Escambia County Property Appraiser
www.escpa.org
Tangible personal property records on file in the Escambia County Tax Collector's office.
www.escambiataxcollector.com

(1) Total Estimated Assessed Value Countywide per Schedule 5

*Formerly Solutia, Inc.

Schedule 8
Escambia County, Florida

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections Received from Prior Year Levies		Total Collections to Date	
		Amount	Percentage of Original Levy			Amount	Percentage of Levy
2010	107,040,913	100,137,279	93.55%	3,248,703		103,385,982	96.59%
2011	101,512,715	93,343,444	91.95%	12,084,191	**(1)**	105,427,635	103.86%
2012	99,330,134	99,249,940	99.92%	432,641		99,682,581	100.35%
2013	100,092,915	94,930,127	94.84%	188,794		95,118,921	95.03%
2014	101,167,730	100,380,170	99.22%	695,427		101,075,597	99.91%
2015	106,013,064	103,697,542	97.82%	5,150,838	**(2)**	108,848,380	102.67%
2016	110,249,860	106,512,637	96.61%	3,178,435	**(3)**	109,691,072	99.49%
2017	114,962,306	109,851,250	95.55%	199,525		110,050,775	95.73%
2018	120,238,390	115,369,234	95.95%	955,642		116,324,876	96.75%
2019	128,396,943	124,720,215	97.14%	195,569		124,915,784	97.29%

Note: Property Tax data includes County wide and Municipal Services Taxing Units only.
Data does not include the Escambia County School Board.

(1) 2011 Collections received from prior year levies include $10,606,316 for collections held in reserve pending the outcome of court litigation.

(2) 2015 Collections received from prior year levies include $4,463,110 for collections held in reserve pending the outcome of court litigation.

(3) 2016 Collections received from prior year levies include $2,938,543 for collections held in reserve pending the outcome of court litigation.

Schedule 9
Escambia County, Florida

SCHEDULE OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

	Governmental Activities				Business Activities	
Fiscal Year	Bonds	Unamortized Bond Issue Premiums (2)	Capital Leases	Notes	Bonds	Notes
2010	108,540,000	-	507,504	-	-	-
2011	105,050,000	-	-	-	-	-
2012	56,680,000	-	-	48,040,000	-	-
2013	47,545,000	-	-	53,660,000	-	-
2014	46,780,000	-	-	70,528,000	-	-
2015	44,820,000	-	-	65,676,000	-	-
2016	42,610,000	-	-	60,726,000	-	-
2017	118,395,000	10,593,411	-	55,658,000	-	-
2018	115,545,000	10,228,121	-	50,484,000	-	-
2019	115,890,000	14,854,399	-	37,365,000	-	-

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 16 for more Demographic and Economic Statistics. Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 16.

(2) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017; and Capital Improvement Refunding Revenue Bond, Series 2018.

Continued next page

Total Outstanding Debt	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita Income (1)
109,047,504	1034.68%	297,619	366	0.032%
105,050,000	950.88%	299,653	351	0.035%
104,720,000	913.59%	304,191	344	0.036%
101,205,000	856.63%	307,753	329	0.038%
117,308,000	1036.24%	309,034	380	0.031%
110,496,000	925.04%	311,003	355	0.035%
103,336,000	837.53%	311,711	332	0.038%
184,646,411	1442.65%	313,512	589	0.022%
176,257,121	1313.21%	315,534	559	0.024%
168,109,399	1252.50%	315,534	533	0.025%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2019

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	115,890,000	100.00%
Escambia County - Revenue Notes		37,365,000	100.00%
Escambia County - Unamortized Bond Issue Premiums (3)		14,854,399	100.00%
Total Direct Debt	$	168,109,399	

Overlapping:

County Governments are encouraged, but not required to present information about Direct or Overlapping Debt. Overlapping debt is not presented.

Computation of Legal Debt Margin (2)

The Constitution of the State of Florida, Florida Statute 200.181 and Escambia County set no legal debt limit.

Note: Escambia County has no general obligation debt as of September 30, 2019.

(1) Source: Escambia County Government
(2) Source: Florida Statutes
(3) Unamortized Bond Issue Premiums associated with the Sales Tax Revenue Bonds, Series 2017; and the Capital Improvement Refunding Revenue Bonds, Series 2018.


ESCAMBIA COUNTY
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Schedule 11
Escambia County, Florida

PLEDGED REVENUE COVERAGE

Last Ten Fiscal Years

	Sales Tax Bond/Note				Capital Improvement Bond/Note			
Fiscal Year	Half-Cent Sales Tax Revenues	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage	Covenant to Budget (1)	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage
2010	18,089,862	1,925,000	3,824,378	3.15	2,136,856	495,000	952,938	1.48
2011	19,531,628	1,985,000	3,761,815	3.40	2,770,775	510,000	936,108	1.92
2012	19,793,471	2,050,000	3,695,318	3.45	2,423,968	530,000	917,748	1.67
2013	20,617,921	2,120,000	3,625,618	3.59	1,447,388	740,000	582,971	1.09
2014	21,735,479	1,775,000	2,227,994	5.43	2,337,204	1,445,000	891,904	1.00
2015	22,513,589	3,005,000	2,177,244	4.34	3,616,947	2,606,000	1,010,186	1.00
2016	23,418,049	3,280,000	2,092,212	4.36	3,616,913	2,667,000	948,587	1.00
2017	24,173,396	3,380,000	3,008,930	3.78	3,615,062	2,728,000	885,732	1.00
2018	25,920,787	3,980,000	3,687,105	3.38	3,738,275	2,795,000	942,774	1.00
2019	27,392,846	2,560,000	4,883,072	3.68	6,206,861	3,935,000	1,935,203	1.06

(1) Covenant to budget and appropriate from available Non-ad valorem revenues.

(2) Operating Expenses are defined pursuant to the ordinance 89-7, as amended, providing authority to pledge Tourism tax revenues.

Continued next page

Tourist Development Tax Bond/Note

Tourist Development Tax Revenues	Less Operating Expense (2)	Net Available for Debt Service	Debt Service Requirements		Coverage
			Principal	Interest	
5,051,422	(1,700,000)	3,351,422	970,000	460,260	3.53
6,461,694	(1,974,810)	4,486,884	995,000	430,190	4.53
7,156,095	(1,400,000)	5,756,095	1,025,000	398,350	5.03
7,801,334	(1,200,000)	6,601,334	1,650,000	364,525	3.87
8,395,717	(1,300,000)	7,095,717	1,177,000	117,447	6.49
9,159,624	(1,300,000)	7,859,624	1,201,000	98,626	7.05
9,955,914	(1,300,000)	8,655,914	1,213,000	79,422	7.70
10,598,123	(1,300,000)	9,298,123	1,235,000	60,026	8.18
11,361,080	(1,300,000)	10,061,080	1,249,000	40,279	8.81
10,633,148	(1,700,000)	8,933,148	1,270,000	20,307	8.24

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Ten Fiscal Years

Fiscal Year	Half-Cent Sales Tax Revenues (2)	Percentage Change
2010	18,089,862	-0.7%
2011	19,531,628	8.0%
2012	19,793,471	1.3%
2013	20,617,921	4.2%
2014	21,735,479	5.4%
2015	22,513,589	3.6%
2016	23,418,049	4.0%
2017	24,173,396	3.2%
2018	25,920,787	7.2%
2019	27,392,846	5.7%

(1) The table sets forth the historical Sales Tax Revenues received by the county (net of amounts distributed to municipalities within the County) for the Fiscal Years Ending September 30, 2010 through 2019 (audited).

(2) The Amount of Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in tax rate and changes in the amount of Sales Tax Revenues deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2017 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State, deposited into the Trust Fund and then distributed to the County.

(2) In particular, the share of the Sales Tax Revenues deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the incorporated and unincorporated areas with in the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.


ESCAMBIA COUNTY
FLORIDA

Schedule 13
Escambia County, Florida

PRO FORMA DEBT SERVICE COVERAGE FROM SALES TAX REVENUES

Last Eight Fiscal Years

	Fiscal Year Ended September 30,			
	2019	**2018**	**2017**	**2016**
Sales Tax Revenue	$ 27,392,846	$ 25,920,787	$ 24,173,396	$ 23,418,049
Maximum Annual Debt Service on the Series 2012 Note and Series 2017 Bonds (1)	9,571,501	9,572,824	9,572,824	9,572,824
Sales Tax Revenue coverage of Maximum Annual Debt Service on the Series 2012 Note and Series 2017 Bonds (1)	2.86 x	2.71 x	2.53 x	2.45 x

(1) The coverage table compares the historical Sales Tax Revenues to the pro forma aggregate maximum annual debt service on the Series 2012 Note and the Series 2017 Bonds. The pro forma aggregate maximum annual debt service would occur in Fiscal Year 2024, based on the assumptions set forth below.

(1) Assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028. The maximum annual debt service above assumes the owner of the Note does not exercise the mandatory prepayment option.

Continued next page

2015	2014	2013	2012
$ 22,513,589	$ 21,735,479	$ 20,617,921	$ 19,793,471
9,572,824	9,572,824	9,572,824	9,572,824
2.35 x	2.27 x	2.15 x	2.07 x

Schedule 14
Escambia County, Florida

HISTORICAL NON-AD VALOREM REVENUE (1)

Last Six Fiscal Years

	Fiscal Year Ended September 30,		
	2019	**2018**	**2017**
Charges for Other Services	$ 24,949,395	$ 23,908,299	$ 25,441,094
Half-Cent Sales Tax	27,392,846	25,920,787	24,173,396
Electric Franchise Fee	11,813,944	11,877,215	11,353,718
Communication Services Tax	2,225,150	2,467,712	2,461,336
State Revenue Sharing	9,343,600	8,883,539	8,477,607
Reimbursement of Indirect Costs	2,342,595	3,259,281	3,355,784
Investment Income	9,082,990	3,336,558	2,058,847
Miscellaneous	6,054,107	5,794,200	5,607,165
Permits & Fees	362,347	381,468	327,086
Judgements & Fines	2,515,765	2,376,467	2,900,280
Excess Fees - Constitutional Officers	2,691,540	1,837,347	1,954,195
Other Non-enterprise, Non-Ad Valorem	150,841,604	138,153,148	118,902,982
TOTALS	$ 249,615,883	$ 228,196,021	$ 207,013,490

(1) The table sets forth the sources and total amounts of Non-Ad Valorem Revenue of the county for the Fiscal Years ended September 30, 2014 through 2019 (audited).

Continued next page

2016	2015	2014
$ 23,968,246	$ 23,617,512	$ 21,677,255
23,418,049	22,513,589	21,735,479
11,540,341	11,830,914	11,273,510
2,659,111	2,737,529	2,661,569
8,168,290	7,949,431	7,357,972
2,866,294	2,727,676	2,143,749
2,619,591	2,503,613	1,343,694
6,492,126	9,819,968	11,934,939
331,995	259,021	235,927
2,528,843	2,605,545	2,406,901
1,146,715	1,663,774	1,889,212
118,790,108	109,182,868	109,721,231
$ 204,529,709	$ 197,411,440	$ 194,381,438

Schedule 15
Escambia County, Florida

DEBT SERVICE REQUIREMENTS FROM NON-AD VALOREM REVENUES (1)

Last Six Fiscal Years

	Fiscal Year Ended September 30,					
	2019	**2018 (2)**	**2017 (2)**	**2016**	**2015**	**2014**
Total Governmental Fund Revenues	374,531,667	344,520,897	317,064,265	314,220,781	306,259,820	290,180,326
Less Ad Valorem Revenues	(124,915,784)	(116,324,876)	(110,050,775)	(109,691,072)	(108,848,380)	(95,798,888)
Non-Ad Valorem Revenues	249,615,883	228,196,021	207,013,490	204,529,709	197,411,440	194,381,438
Essential Expenditures						
General Government	(65,320,610)	(57,290,782)	(55,134,177)	(55,543,552)	(53,031,820)	(56,078,759)
Public Safety	(141,879,522)	(136,212,623)	(132,448,931)	(132,149,155)	(124,781,265)	(119,698,436)
Total Essential Expenditures	(207,200,132)	(193,503,405)	(187,583,108)	(187,692,707)	(177,813,085)	(175,777,195)
Allocable Portion of Essential Expenditures	(138,093,647)	(128,168,443)	(122,474,331)	(122,171,215)	(114,616,201)	(117,746,866)
Revenues for Coverage	111,522,236	100,027,578	84,539,159	82,358,494	82,795,239	76,634,572
Total Maximum Annual Debt Service (2)	15,543,460	14,780,583	14,477,293	10,285,572	10,285,572	10,285,572
Coverage	7.17 x	6.77 x	5.84 x	8.01 x	8.05 x	7.45 x

(1) The coverage table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion or a covenant to budget and appropriate Non-Advalorem Revenues.

(2) The Total Maximum Annual Debt Services for 2018 and 2017 includes the refunded obligations on November 28, 2018, as described in Note 6 of the notes to financial statements of the 2018 CAFR.

Schedule 16
Escambia County, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Year	Population (1)	Median Age (2)	Per Capita Personal Income (1)	Personal Income *(thousands of dollars)* (3)	School Enrollment (4)	Unemployment Rate (1)
2010	297,619	37.0	35,412	10,539,284	40,049	10.1%
2011	299,653	37.5	36,868	11,047,607	39,658	9.9%
2012	304,191	38.0	37,682	11,462,525	39,870	8.1%
2013	307,753	37.6	38,389	11,814,330	40,082	6.5%
2014	309,034	37.6	36,632	11,320,533	43,010	6.1%
2015	311,003	37.3	38,408	11,945,003	42,082	5.2%
2016	311,711	36.9	39,582	12,338,145	39,284	5.1%
2017	313,512	37.2	40,825	12,799,127	39,859	4.0%
2018	315,534	37.1	42,537	13,421,870	39,078	3.0%
2019	315,534	37.3	42,537	13,421,870	38,698	3.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2019 Population was unavailable at time of issue, and is based on 2018 data
2019 Per Capita Personal Income was unavailable at time of issue, and is based on 2018 data
(2) University of West Florida HAAS Center www.haas.uwf.edu
(3) Personal income is a calculated amount based on population and per capita personal income.
(4) Escambia County School District - School Board Budget Department www.escambia.k12.fl.us

Schedule 17
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2019 (1)			2010 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	15,500	1	28.05%	15,790	1	36.50%
Navy Federal Credit Union	8,375	2	15.16%			
State government	7,400	4	13.39%	5,970	3	13.80%
Baptist Health Care	7,347	5	13.30%	3,163	5	7.31%
Federal government	6,800	3	12.31%	7,403	2	17.11%
Sacred Heart Health Systems	4,820	6	8.72%	5,000	4	11.56%
Gulf Power Company	1,774	7	3.21%			
Ascend Performance Materials	1,288	8	2.33%	1,400	8	3.24%
West Florida Healthcare	1,200	9	2.17%			
Innisfree Hotels	750	10	1.36%	1,300	9	3.01%
Lakeview Center				2,000	6	4.62%
University of West Florida				1,231	10	2.85%
Total Employees	55,254			43,257		

Source:
(1) Florida West Economic Development Alliace www.FloridaWestEDA.com and Florida Research and Economic Information Database Applications (Total Government) www.FREIDA.labormarketinfo.com
(2) Escambia County Comprehensive Annual Fiscal Report for the year ending 2010.


ESCAMBIA COUNTY
FLORIDA

Schedule 18
Escambia County, Florida

ESCAMBIA COUNTY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Number of Full Time Equivalent Employees as of September 30			
	2019	2018	2017	2016
General government				
Board of County Commissioners	193	200	215	177
Clerk of Circuit Court & Comptroller	42	42	41	41
Property Appraiser	71	70	70	70
Supervisor of Elections	15	15	15	13
Tax Collector	103	103	100	100
Public safety				
Board of County Commissioners	924	925	918	862
Sheriff	693	704	652	652
Physical environment				
Board of County Commissioners	70	63	67	65
Transportation				
Board of County Commissioners	326	324	225	229
Economic environment				
Board of County Commissioners	5	6	6	6
Human services				
Board of County Commissioners	30	30	29	43
Culture and recreation				
Board of County Commissioners	93	85	26	26
Court related				
Board of County Commissioners	15	14	14	13
Clerk of Circuit Court & Comptroller	112	108	119	118
Total	2,692	2,689	2,497	2,415

Source: Escambia County Government

Continued next page

2015	2014	2013	2012	2011	2010
197	192	211	198	197	207
53	53	55	54	53	53
70	75	70	70	69	69
13	13	15	15	14	15
100	103	103	89	89	89
841	810	373	379	379	398
670	645	1,079	1,102	1,094	1,103
66	105	103	98	104	105
197	192	196	194	190	199
5	4	-	-	-	-
43	30	29	27	28	26
24	25	26	25	24	26
7	6	4	4	3	3
117	116	117	125	130	130
2,403	2,369	2,381	2,380	2,374	2,423

Schedule 19
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	2018	2017	2016
General Government				
County residents per employee (1)	117	117	126	129
Public Safety				
Building permits -total value	unavailable	unavailable	$ 228,500,135	$ 202,881,216
Building permits - single & multi-family units	1,138	1,371	928	923
Building permits - single family units	unavailable	unavailable	836	816
Building permits - multi-family units	unavailable	unavailable	92	107
Total fire responses	21,137	18,440	16,683	14,317
Total permits issued	24,831	26,110	20,881	20,200
Total inspections performed	46,043	51,120	38,848	34,461
Code enforcement complaints	6,479	6,753	6,471	6,431
Emergency calls (ambulance)	67,866	58,653	51,464	46,881
Non-emergency calls (ambulance)	3,369	4,400	2,760	2,435
Total ambulance transports	42,727	40,288	36,595	36,442
911 calls - City	70,347	45,962	49,636	51,159
Arrests - City	3,959	3,697	3,301	3,039
Traffic violations - City	8,391	7,315	8,009	6,804
911 calls - County	48,410	50,468	50,661	50,536
Arrests - County	12,015	20,107	15,953	14,137
Traffic violations - County	14,435	23,255	32,381	22,559
Physical environment				
Solid waste managed at Perdido Landfill (tons)	428,933	396,444	411,452	334,027
Waste disposed of in the class I landfill (tons)	361,620	339,170	362,882	318,320
Tons of yard trash recycled	10,198	9,170	7,609	8,033
Tons of various recycled materials	56,496	47,520	40,053	4,924
Hazardous material disposed of (tons)	44	42	43	76
Transportation				
Passenger trips - fixed route services	1,398,149	1,445,102	1,578,305	1,443,463
Passenger trips - paratransit/demand services	105,879	101,579	92,820	87,558
Bob Sikes toll receipts	3,277,699	3,403,058	3,540,583	3,452,765
Culture and recreation				
Bay Center operating revenues	5,514,304	5,148,240	4,573,010	4,989,232
Parks & recreation park uses	118	127	78	73
Equestrian Center events	37	53	66	56
Lake Stone rentals	531	447	473	426
Naval Air Museum visitors	720,951	738,043	772,997	842,639
Students enrolled - University of West Florida	12,850	13,033	12,979	12,798
Students enrolled - Pensacola State College	7,054	8,824	8,651	8,229

N/A: Information not available
Sources: Various county departments, Pensacola Police Department, University of West Florida, Pensacola State College, and the Pensacola Naval Air Museum.

(1) General Government - County residents per employee is derived from total county population on Schedule 16 and total County government employees on Schedule 18

Continued next page

2015	2014	2013	2012	2011	2010
129	130	129	128	126	123
$ 160,326,832	$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291
771	915	787	623		
761	669	777	621	609	529
10	246	10	2	2	391
15,320	14,769	15,946	15,392	15,736	15,493
18,786	19,416	17,440	15,176	15,741	15,330
33,628	34,490	31,798	27,205	25,288	25,581
7,579	6,165	8,292	6,400	6,354	7,418
41,537	41,599	37,872	38,668	36,516	35,557
534	950	2,103	531	797	1,068
35,225	33,715	33,136	31,542	37,313	36,625
56,602	61,540	57,416	59,583	55,093	52,780
3,176	3,225	3,773	3,316	3,405	3,375
6,859	7,367	8,179	5,894	5,879	5,786
42,402	46,199	46,246	48,467	45,071	45,710
11,306	15,348	16,944	17,850	16,986	18,776
12,014	10,254	9,114	14,314	7,833	11,201
257,778	280,128	258,856	266,114	270,935	284,689
234,031	267,821	244,018	243,737	240,934	257,192
20,262	9,377	5,015	6,315	14,977	17,628
3,380	2,247	6,726	9,316	20,531	24,343
34	43	70	72	58	35
1,490,282	1,516,853	1,561,371	1,359,002	1,145,539	1,164,519
87,355	56,651	43,774	49,639	49,138	46,383
3,537,142	3,327,729	3,310,752	3,316,180	3,249,907	2,902,503
4,434,520	4,563,725	3,937,617	3,750,220	3,514,818	4,016,368
69	96	89	104	99	85
56	51	47	42	37	35
391	432	439	450	588	688
872,082	799,380	765,063	804,344	801,397	726,688
12,602	12,588	12,823	11,982	11,599	11,184
9,022	9,568	9,328	9,509	9,335	9,276

Schedule 20
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2019	Fiscal Year 2018	2017	2016
General government				
Facilities - number	224	223	219	219
Facilities - square footage	2,416,378	2,410,929	2,344,323	2,357,518
Public Safety				
Road prison capacity	236	256	256	252
Work release facility capacity	438	438	412	380
Fire stations	21	21	22	22
Rescue vehicles (fire trucks, etc)	52	52	52	53
Ambulances	32	29	33	30
Mass transit bus/trolley	82	83	71	70
Sheriffs vehicles (marked/unmarked)	420	420	425	400
Sheriff substations	7	4	4	6
Physical environment				
Landfills in operation (accepting waste)	1	1	1	1
Beaches (miles)				
Pensacola (1)*	17	17	17	17
Perdido Key (2)*	13	13	13	13
Transportation				
Centerline miles of county roads				
Paved mileage	1,499	1,496	1,493	1,486
Unpaved mileage	67	69	70	75.15
Traffic signals	455	435	414	361
Bridges	148	148	150	150
Culture and recreation				
Athletic parks	16	16	16	16
Campgrounds	2	2	2	2
Community centers	16	16	16	16
Equestrian center	1	1	1	1
Neighborhood parks	82	82	82	82
Undeveloped parks	11	11	11	11
Beach access/boat ramps	21	21	21	21
Libraries (locations)	7	7	7	7

N/A: Information not available

Sources: Individual County departments

(1) Source: Santa Rosa Island Authority and Community & Environment Bureau

(2) Source: Community & Environment Bureau

* The number of miles were obtained according to a GIS based measurement and 2006 aerial photographs. This measurement is just an approximation and is subject to significant error. Barring disaster or land acquisition/creation, the miles of beach within the County should not change significantly from year-to-year.

Continued next page

2015	2014	2013	2012	2011	2010
213	226	224	214	224	216
2,515,675	2,489,964	2,497,854	2,329,716	2,437,151	2,294,305
236	236	236	236	236	236
380	380	280	280	280	280
22	23	23	22	22	21
53	53	57	67	81	81
29	25	30	30	26	31
83	66	54	44	46	43
400	400	400	365	375	333
6	6	6	6	6	6
1	1	1	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,479	1,474	1,467.60	1,467.60	1,463.86	1,456.02
80.09	84.07	89.39	89.39	91.83	93.49
356	338	318	324	340	310
165	139	139	132	128	126
16	16	16	16	15	15
2	2	2	2	2	2
16	16	16	16	15	15
1	1	1	1	1	1
82	82	82	82	82	82
11	11	11	11	11	11
21	21	20	20	20	20
6	6	6	6	6	6


ESCAMBIA COUNTY
FLORIDA

Compliance Section

This section is presented in accordance with:

Government Auditing Standards, issued by the Comptroller General of the United States

The provisions of Office and Management and Budget (OMB) Single Audit Act, and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. Part 200

Florida Single Audit Act, Chapter 215.97 of the Florida Statutes

The Rules of the Auditor General of the State of Florida, Chapter 10.550

Additional elements of the report are prepared in accordance with the Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of the Office of Management and Budget (OMB) and the Single Audit Act.; and the rules of the Auditor General of the State of Florida.

For fiscal years beginning on or after December 26, 2014, reports will be prepared in accordance with the requirements of the OMB Subpart F of 2 C.F.R. Part 200 (Uniform Guidance) which supersede the requirements of *Circular* A-133.

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Board of County Commissioners
Escambia County, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated February 10, 2020. Our report includes a reference to another auditor who audited the financial statements of the Santa Rosa Island Authority, as described in our report on the County's basic financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by the other auditor.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida
February 10, 2020

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

The Honorable Board of County Commissioners
Escambia County, Florida

We have examined Escambia County, Florida's, (hereinafter referred to as the "the County") compliance with the following requirements for the year ended September 30, 2019:

(1) Florida Statute 218.415 in regard to investments.

(2) Florida Statute 288.8018 in regard to the Deepwater Horizon Oil Spill receipts and expenditures.

(3) Florida Statutes 365.172 and 365.173 in regard to use of E-911 revenues and expenditures.

Management is responsible for the County's compliance with those requirements. Our responsibility is to express an opinion on the County's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the County's compliance with specified requirements.

In our opinion, the County has complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON THE SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL

The Honorable Board of County Commissioners
Escambia County, Florida

We have audited the financial statements of Escambia County, Florida as of and for the year ended September 30, 2019, and have issued our report thereon dated February 20, 2019, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole.

The Schedule of Receipts and Expenditures of Funds related to the Deepwater Horizon Oil Spill on page 223 is presented for the purpose of additional analysis as required by Florida Statute 288.8018 and the Rules of the Auditor General Chapter 10.557(3)(f) and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

Escambia County, Florida

SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL For the Fiscal Year Ended September 30, 2019

Source	Amount Received in the 2018-19 Fiscal Year	Amount Expended in the 2018-19 Fiscal Year
Office of Gulf Coast Restoration:		
RESTORE MYIP AMENDMENTS AWARD 1 RDCGR080042-01-00	$ 38,208	$ 40,687
RESTORE MYIP CARPENTER CREEK/TEXAR PLAN 1 RDCGR080046-01-00	9,026	9,370
RESTORE MYIP UNIVERSAL ACCESS PLAN 1 RDCGR080048-01-00	55,765	56,319
RESTORE MYIP MYIP ELEVEN MILE PONDS PLAN 1 RDCGR080049-01-00	8,588	8,934
RESTORE MYIP HOLLIS T WILLIAMS PARK 1 RDCGR080054-01-00	2,856	2,983
RESTORE MYIP SOUTH DOGTRACK DRAINAGE 1 RDCGR080055-01-00	16,681	17,364
SUBTOTAL:	131,124	135,657
Environmental Protection Agency:		
DEEPWATER HORIZON-PENSACOLA BAY LIVING SHORELINE G0448	41,225	41,225
SUBTOTAL:	41,225	41,225
NRDA Grant Funds:		
NRDA ERP DEP BOAT RAMPS S0779	39,816	39,816
NRDA ERP DEP TURTLE LIGHTING S0705	128,849	128,849
NRDA ERP DEP PERDIDO KEY DUNE RESTORATION S0927	15,111	184
SUBTOTAL:	183,776	168,849
TOTAL:	**$ 356,125**	**$ 345,731**

Note: These funds related to the Deepwater Horizon Oil Spill are considered Federal and State awards and are reported on the Schedule of Expenditures of Federal Awards and State Financial Assistance under CFDA #21.015, CFDA #87.051, and CFDA #37.081.

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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MANAGEMENT LETTER

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements Escambia County, Florida (hereinafter referred to as the "County"), as of and for the year ended September 30, 2019, and have issued our report thereon dated February 10, 2020.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550 *Rules of the Florida Auditor General*.

Other Reports Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550*, Rules of the Auditor General.* Disclosures in those reports and schedules, which are dated February 10, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the prior year.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the County has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the County did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the County's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, *Rules of the Auditor General*, requires that we determine whether a special district that is a component unit of the County provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the County in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements or abuse that have occurred or are likely to have occurred that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such to include.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Board of County Commissioners
Escambia County, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the compliance of Escambia County, Florida (hereinafter referred to as "County"), with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Compliance Supplement*, and the requirements described in the State of Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs and state projects for the year ended September 30, 2019. The County's major federal programs and state projects are identified in the summary of auditor results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations and the terms and conditions of its federal and state awards applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550*, Rules of the Auditor General*. Those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the County's compliance with those requirements.

Opinion on Each Major Federal Program and State Project
In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2019.

Report on Internal Control over Compliance
Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Florida Department of Financial Services *State Projects Compliance Supplement*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency or a combination of deficiencies in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General
We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Escambia County, Florida, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated February 10, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for the purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General.* Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida
February 10, 2020

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
FEDERAL AWARDS				
Gulf Coast Ecosystem Restoration Council				
Passed Through Florida Department of Environmental Protection:				
Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	87.051	G0448	$ 41,225	$ -
U.S. Department of Agriculture				
Direct Programs:				
Emergency Watershed Program	10.923	NR184209XXXXC038	423,918	-
U.S. Department of Health and Human Services				
Passed Through Florida Department of Revenue:				
Child Support Enforcement	93.563	CST17	48,504	-
Child Support Enforcement	93.563	COC17	402,164	-
			450,668	-
Passed Through Big Bend Community Based Care, Inc.:				
Block Grants for Community Mental Health Services	93.958	A0150	42,665	-
U.S. Department of Homeland Security				
Passed Through Florida Division of Emergency Management:				
Flood Mitigation Assistance	97.029	16FM-J8-01-27-01-265	398,186	-
Flood Mitigation Assistance	97.029	18FM-S7-01-27-01-081	113,646	-
Flood Mitigation Assistance	97.029	18FM-S3-01-27-01-019	8,209	-
			520,041	-
Passed Through Florida Division of Emergency Management:				
Disaster Grants-Public Assistance	97.036	13-IS-3S-01-27-02-558	2,744,481	-
Disaster Grants-Public Assistance	97.036	15SP-8Z-01-27-02-514	26,214,242	-
			28,958,723	-
Passed Through Florida Division of Emergency Management:				
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-452	1,489,656	-
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	14,893	-
Hazard Mitigation Grant	97.039	17HM-H4-01-27-01-314	226,721	-
Hazard Mitigation Grant	97.039	18HM-H4-01-27-01-XXX	14,658	-
			1,745,928	-
Passed Through Florida Division of Emergency Management:				
Emergency Management Performance Grants	97.042	G0021	17,224	-
Emergency Management Performance Grants	97.042	19-FG-AF -01-27-01-097	67,633	-
Passed Through Florida Commission on Community Service DBA Volunteer Florida:				
Emergency Management Performance Grants	97.042	CERT Contract Agreement 2018-2019	5,000	-
			89,857	-
Direct Programs:				
Homeland Security Grant Program	97.067	19-DS-X1-27-01-128	998	-
U.S. Department of Housing and Urban Development				
Direct Programs:				
Community Development Block Grant/Entitlement Grants	14.218	B-14-UC-12-0012	89,279	-
Community Development Block Grant/Entitlement Grants	14.218	B-15-UC-12-0012	485,920	-
Community Development Block Grant/Entitlement Grants	14.218	B-16-UC-12-0012	97,236	-
Community Development Block Grant/Entitlement Grants	14.218	B-17-UC-12-0012	155,221	-
Community Development Block Grant/Entitlement Grants	14.218	B-18-UC-12-0012	759,721	-
			1,587,377	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of Housing and Urban Development-Continued				
Direct Programs:				
Home Investment Partnerships Program	14.239	M-13-DC-12-0225	62,529	-
Home Investment Partnerships Program	14.239	M-14-DC-12-0225	61,155	-
Home Investment Partnerships Program	14.239	M-16-DC-12-0225	2,624	2,624
Home Investment Partnerships Program	14.239	M-17-DC-12-0225	21,027	19,178
Home Investment Partnerships Program	14.239	M-18-DC-12-0225	105,690	53,974
			253,025	75,776
U.S. Department of Justice				
Direct Programs:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2016-DJ-BX-1080	92,382	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-DJ-BX-0830	82,164	-
Passed Through Florida Department of Law Enforcement:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-JAGC-ESCA-1-N2-072	50,000	-
			224,546	-
U.S. Department of Transportation				
Passed Through Florida Department of Transportation:				
Highway Planning and Construction	20.205	G0072	167,947	-
Highway Planning and Construction	20.205	G0K38	52,356	-
Highway Planning and Construction	20.205	G0M06	237,692	-
Highway Planning and Construction	20.205	G0M80	416,816	-
Highway Planning and Construction	20.205	G0W17	82,913	-
Highway Planning and Construction	20.205	GO073	103,866	-
			1,061,590	-
Federal Transit Cluster				
Direct Programs:				
State of Good Repair Grants Program	20.525	FL-04-0181-00	44,425	-
Direct Programs:				
Federal Transit Formula Grants	20.507	FL-90-X938-00	3,425	-
Federal Transit Formula Grants	20.507	FL-90-X759-00	203,989	-
Federal Transit Formula Grants	20.507	FL-90-X804-00	36,437	-
Federal Transit Formula Grants	20.507	FL-90-X825-00	5,166	-
Federal Transit Formula Grants	20.507	FL-90-X990	265,744	-
Federal Transit Formula Grants	20.507	FL-90-X877-00	2,476	-
Federal Transit Formula Grants	20.507	FL 2019-034-00	300,000	-
Federal Transit Formula Grants	20.507	FL2019-059-00	3,433,635	-
			4,250,872	-
Direct Programs:				
Bus and Facilities Formula Program	20.526	FL-34-0021-00	71,770	-
Bus and Facilities Formula Program	20.526	FL-2017-005-00	768	-
			72,538	-
Subtotal Federal Transit Cluster			4,367,835	-
Passed Through Florida Department of Transportation:				
Formula Grant for Rural Areas	20.509	G0R31	80,939	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of the Treasury				
Direct Program:				
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080046-01-00	9,370	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080048-01-00	56,319	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080049 -01-00	8,934	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080042-01-00	40,687	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080054-01-00	2,983	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080055-01-00	17,364	-
			135,657	-
U.S. Election Assistance Commission				
Passed Through Florida Department of State:				
Help America Vote Act Requirements	90.401	MOA 2017-2018-0001-ESC	11,418	-
Help America Vote Act Requirements	90.401	MOA 2018-2019-001-ESC	108,864	-
Help America Vote Act Requirements	90.401	MOA 2018-2019-002-ESC	5,640	-
			125,922	-
U.S. Environmental Protection Agency				
Gulf Coast Ecosystem Restoration Council Comprehensive Plan	66.130	00D81118	35,829	-
Direct Program:				
Gulf of Mexico Program	66.475	D43616	50,391	-
TOTAL FEDERAL AWARDS			$ 40,197,134	$ 75,776
STATE AWARDS				
Executive Office of the Governor				
Direct Program:				
Emergency Management Programs	31.063	19-BG-21-01-27-01-024	$ 56,500	$ -
Emergency Management Projects	31.067	19-CP-11-01-27-01-105-166	11,915	-
Florida Department of Agriculture and Consumer Services				
Direct Program:				
Mosquito Control	42.003	025495	42,133	-
Florida Department of Economic Opportunity				
Passed Through Enterprise Florida, Inc.:				
Local Economic Development Initiatives	40.012	14-07	183,424	-
Local Economic Development Initiatives	40.012	DIG 15-09	200,000	-
Direct Program:				
Florida Defense Infrastructure Grant	40.012	S0031	100,000	-
			483,424	-
Florida Department of Environmental Protection				
Direct Program:				
Statewide Surface Water Restoration and Wastewater Projects	37.039	S0878	101,850	-
Direct Programs:				
Early Restoration Deepwater Horizon Oil Spill	37.081	S0779	39,816	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0705	128,849	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0927	184	-
			168,849	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
Florida Department of Health				
Direct Program:				
County Grant Awards	64.005	C7017	26,994	-
Florida Department of State and Secretary of State				
Direct Program:				
State Aid To Libraries	45.030	19-ST-91	115,188	-
Florida Department of Transportation				
Direct Program:				
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G1A24	172,843	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G0X22	218,010	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	GOY02	26,122	-
Direct Program:				
Public Transit Block Grant Program	55.010	G0Z76	942,970	-
Direct Program:				
Transit Corridor Program	55.013	G1036	434,059	-
Direct Program:				
Economic Development Transportation Project Fund	55.032	G0U96	253,801	-
Direct Program:				
Economic Development Transportation Project Fund	55.039	G0W62	500,000	-
Florida Department of Education and Commissioner of Education				
Direct Program:				
Coach Aaron Feis Guardian Program	48.140	96Z-90210-9D001	220,612	-
Florida Fish and Wildlife Conservation Commission				
Direct Program:				
Derelict Vessel Removal Program	77.005	18212	8,042	-
Direct Programs:				
Artificial Reef Grants Program	77.007	15104	39,312	-
Artificial Reef Grants Program	77.007	15153	1,817,612	-
			1,856,924	-
Florida Housing Finance Corporation				
Direct Programs:				
State Housing Initiatives Partnership Program	40.901	2017 SHIP	1,105,541	-
State Housing Initiatives Partnership Program	40.901	2018 SHIP	250,935	-
State Housing Initiatives Partnership Program	40.901	2019 SHIP	272,506	23,265
			1,628,982	23,265
TOTAL STATE AWARDS			$ 7,269,218	$ 23,265
TOTAL FEDERAL AND STATE AWARDS			$ 47,466,352	$ 99,041

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2019

NOTE A – BASIS OF PRESENTATION

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the federal and state grant activity of Escambia County, Florida under programs of the federal and state government for the year ended September 30, 2019. Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Escambia County, Florida did not elect to utilize the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C – MATCH

The County's match on Federal Transit Administration grants is received from the State of Florida as a non-cash award via Florida Toll Road Credits.

NOTE D – EXPENDITURES INCURRED IN PRIOR FISCAL YEAR

Total CFDA 97.036 expenditures for contract 13-IS-3S-01-27-02-558 of $2,744,481 were incurred in a prior fiscal year and obligated by FEMA in the current fiscal year.

ESCAMBIA COUNTY FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

A. SUMMARY OF AUDITOR RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified Opinion
Internal control over financial reporting:	
Material weakness(es) identified?	_____ yes ___✔___ no
Significant deficiency (ies) identified that are not considered to be material weakness(es)?	_____ yes ___✔___ none reported
Noncompliance material to financial statements noted?	_____ yes ___✔___ no

FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

Internal control over major programs:	
Material weakness(es) identified?	_____ yes ___✔___ no
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____ yes ___✔___ none reported
Type of auditors' report issued on compliance for major programs:	Unmodified Opinion
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance or Chapter 10.550, Rules of the Auditor General?	_____ yes ___✔___ no

IDENTIFICATION OF MAJOR PROGRAM

Federal Program

CFDA No. 14.218 Community Development Block Grant/Entitlement Grants
CFDA No. 97.036 Disaster Grants-Public Assistance

Dollar threshold used to distinguish between type A and type B programs:	$ 1,205,914
Auditee qualified as low-risk auditee?	___✔___ yes _____ no

A. SUMMARY OF AUDITOR RESULTS – (CONTINUED)

State Projects

CSFA No. 40.901 State Housing Initiatives Partnership Program
CSFA No. 55.010 Public Transit Block Grant Program
CSFA No. 77.007 Artificial Reef Grants Program

Dollar threshold used to distinguish
between type A and type B programs: $ 750,000

B. FINANCIAL STATEMENT FINDINGS

There were no findings, which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL PROGRAMS

There were no findings, which were required to be reported in accordance with the Uniform Guidance.

D. FINDINGS AND QUESTIONED COSTS – MAJOR STATE FINANCIAL ASSISTANCE

There were no findings, which were required to be reported in accordance with Chapter 10.550, *Rules of the Auditor General*.

Supporting Financial Statements

The following Statements and Compliance Reports are presented to demonstrate compliance with the rules of the General Auditor of the State of Florida:

Clerk of the Circuit Court and Comptroller

Property Appraiser

Sheriff

Supervisor of Elections

Tax Collector

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA CLERK OF THE CIRCUIT COURT AND COMPTROLLER
SEPTEMBER 30, 2019

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Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT

Honorable Pam Childers
Escambia County, Clerk of the Circuit Court and Comptroller

Report on the Financial Statements

We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida ("Clerk"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Clerk's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Clerk's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Clerk's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of each major fund and the aggregate remaining fund information of the Clerk, as of September 30, 2019, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above have been prepared for the purpose of complying with the Rules of the Auditor General, State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and aggregate remaining fund information, only for that portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Clerk. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2019, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules on pages 18 - 19 be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Clerk's financial statements. The accompanying combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of these financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Clerk's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards."*

Purpose of this Report

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Clerk's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
January 3, 2020

Financial Statements

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2019

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 4,072,833	$ 2,902,767	$ 6,975,600
Accounts receivable, net	379	-	379
Due from other governmental units	7,372	80,124	87,496
Total assets	$ 4,080,584	$ 2,982,891	$ 7,063,475
LIABILITIES			
Accounts payable	$ 385,939	$ 6,555	$ 392,494
Contracts payable	27,240	-	27,240
Accrued liabilities	288,483	23,824	312,307
Due to BCC	1,291,537	-	1,291,537
Due to other governmental units	2,003,966	130,424	2,134,390
Other current liabilities	83,419	-	83,419
Total liabilities	4,080,584	160,803	4,241,387
FUND BALANCES			
Restricted for:			
Records modernization technology	-	2,822,088	2,822,088
Unassigned:	-	-	-
Total fund balances	-	2,822,088	2,822,088
Total liabilities and fund balances	$ 4,080,584	$ 2,982,891	$ 7,063,475

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
REVENUES			
Intergovernmental	$ 289,560	$ 402,164	$ 691,724
Charges for services	6,174,278	639,197	6,813,475
Judgments, fines and forfeitures	1,532,857	-	1,532,857
Investment income	326,816	-	326,816
Miscellaneous revenue	385,138	119	385,257
Total Revenues	8,708,649	1,041,480	9,750,129
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,241,664	-	3,241,664
Operating expenditures	446,693	-	446,693
Capital outlay	172,576	-	172,576
Court related:			
Salaries and benefits	5,294,093	658,174	5,952,267
Operating expenditures	665,862	28,350	694,212
Capital outlay	57,835	-	57,835
Payments to State	802,184	-	802,184
Total Expenditures	10,680,907	686,524	11,367,431
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,972,258)	354,956	(1,617,302)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,995,100	-	2,995,100
Transfers out	(1,022,842)	-	(1,022,842)
Total Other Financing Sources and Uses	1,972,258	-	1,972,258
Net Change in Fund Balances	-	354,956	354,956
Fund Balances, October 1, 2018	-	2,467,132	2,467,132
Fund Balances, September 30, 2019	$ -	$ 2,822,088	$ 2,822,088

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF NET POSITION

SEPTEMBER 30, 2019

ASSETS	
Current assets:	
Cash and cash equivalents	$ 691,929
Total current assets	$ 691,929
LIABILITIES	
Current liabilities:	
Compensated absences payable	$ 69,193
Total current liabilities	69,193
Noncurrent Liabilities:	
Compensated absences payable	622,736
Total noncurrent liabilities	622,736
Total liabilities	691,929
NET POSITION	
Unrestricted	0
Total net position	$ 0

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

YEAR ENDED SEPTEMBER 30, 2019

Operating revenues:	
Charges for services	$ 475,040
Total operating revenue	475,040
Operating expenses:	
Personnel services	475,040
Total operating expense	475,040
Operating income (loss)	-
Changes in net position	-
Net position-beginning	-
Net position-ending	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF CASH FLOWS

YEAR ENDED SEPTEMBER 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES		
Net reimbursement for personal services paid by Court Fund	$	4,946
Net increase (decrease) in cash and cash equivalents		4,946
Cash and cash equivalents, beginning of year		686,983
Cash and cash equivalents, end of year	$	691,929
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:		
Operating income (loss)	$	-
Increase (decrease) in compensated absences payable		4,946
Net cash provided by (used for) operating activities	$	4,946

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUND

SEPTEMBER 30, 2019

ASSETS	
Cash and cash equivalents	$ 5,816,293
Total Assets	$ 5,816,293
LIABILITIES	
Cash bonds payable	$ 369,956
Court registry payable	3,528,500
General trust payable	3,456
Due to other governments	17,468
Due to individuals	1,896,913
Total Liabilities	$ 5,816,293

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida, Clerk of the Circuit Court and Comptroller (the "Clerk") is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida.

For financial reporting purposes, the Clerk is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with the *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida that relate to transactions of the Clerk and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Clerk's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Clerk's major funds are defined as follows:

The ***General Fund*** – a governmental fund, is used to account for and report all financial resources of the Clerk not accounted for and reported in other funds.

The ***Public Records Modernization Fund -*** a special revenue fund, accounts for monies collected according to Chapter 28.24, Florida Statutes to be used exclusively for the purchase and maintenance of equipment, personal training and technical assistance in modernizing the official records system and for funding court-related technology needs of the Clerk as defined in Chapter 29.008, Florida Statutes. Also included in the Special Revenue Fund are activities related to Title IV-D child support cases. Title IV-D funding provides assistance to the plaintiff and enforcement of collections through the Office of Child Support Enforcement.

1. Summary of Significant Accounting Policies *(Continued)*

Additionally, the Clerk reports the following fund types:

Agency Funds - are used to account for assets received and held by the Clerk as an agent for individuals, private organizations and other governments. Agency funds are custodial in nature. The Clerk has numerous agency funds for varying purposes.

Internal Service Fund – is a proprietary fund that accounts for the balances and activity related to the court-related personnel compensated absences policies.

C. Measurement focus and basis of accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements, and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period.

The Clerk considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Expenditures are recorded when the liability is incurred, except for compensated absences for non-court related activities, which are not recorded until paid by the General Fund. Court-related compensated absences are accrued when earned in the internal service fund.

The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or “financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues, inflows and other financing sources) and decreases (expenditures, outflows and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of “available spendable resources” during a period.

Proprietary funds (the internal service fund) are reported using the economic resources measurement focus and the accrual basis of accounting. Proprietary funds distinguish operating revenues and expenses from non-operating items. The principal operating revenues of the internal service fund are charges related to the Clerk’s court-related compensated absences activity.

Agency fund financial statements have no measurement focus, but report assets and liabilities using the accrual basis of accounting.

Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Capital asset acquisitions are recorded as expenditures in governmental funds.

1. Summary of Significant Accounting Policies *(Continued)*

The preparation of financial statements in conformity with GAAP requires management to make use of estimates that affect the reported amounts in the financial statements and note disclosures. Actual results could differ from estimates.

D. Fund balance and flow assumptions

Fund balance at September 30, 2019, consists of the following:

Nonspendable fund balance – include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable in governmental fund types typically are for inventories and prepaid items. As of September 30, 2019, the Clerk had no nonspendable fund balances.

Restricted fund balance – include amounts that can be spent only for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – include amounts that can only be used for the specific purpose determined by a formal action of the Clerk's highest level of decision-making authority. Commitments may be changed or lifted only by the Clerk taking the same formal action that imposed the constraint originally. As of September 30, the Clerk had no committed fund balances.

Assigned fund balance – include amounts intended to be used by the Clerk for specific purposes, but which do not meet any of the criterion to be considered either restricted or committed. As of September 30, 2019, the Clerk had no assigned fund balances.

Unassigned fund balance – is the residual classification of the general fund only and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Periodically, the Clerk may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Clerk's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

1. Summary of Significant Accounting Policies *(Continued)*

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) and intangible assets costing at least $5,000 are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated or amortized in Escambia County's government-wide financial statements. The Clerk maintains custodial responsibility for the capital assets used by the Clerk.

F. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned, but unused sick leave, annual leave and compensatory time, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable (related to governmental fund activities) based upon the Clerk's paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County's government-wide financial statements. That liability includes earned but unused vacation and sick time, as well as FICA taxes and retirement contributions related thereto.

The court-related portion of compensated absences are recorded in the internal service fund, which was established to accumulate resources for such payment in future years.

G. Funding Provided by the State of Florida and Board of County Commissioners

The Clerk and Comptroller functions are funded by two primary sources, the State of Florida and the Board of County Commissioners.

The State provides operating funds for court-side activities of the Clerk through a State of Florida Clerk of Court Trust Fund. Clerks retain their revenues up to the budget amount appropriated from the Trust Fund. Also, any shortage of revenues up to the approved budget is funded by the Trust Fund. Excess revenues above the appropriation are returned to the State.

The Board of County Commissioners funds operating activities and capital expenditures for the comptroller functions. The Clerk submits a proposed budget to the Board for approval for each fiscal year. Funding by the Board is recorded as a "transfer out" in the financial statements of the County and as a "transfer in" on the financial statements of the Clerk.

Florida Statutes require that the excess of the Board's appropriations (and other revenues) over expenditures be returned to the Board at the end of the fiscal year.

2. Cash deposits with financial institutions

Cash and cash equivalents are highly liquid investments with original maturities of three months or less when purchased. Investments are recorded at fair value.

The investment of surplus funds is governed by the provisions of Florida Statute 218.415, as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Clerk manages custodial credit risk by maintaining its deposits in financial institutions designated as “Qualified Public Depositories” by the State Treasurer.

The Clerk's cash deposits are held by banks, which qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes. All of the Clerk’s deposits are fully insured by the Public Deposit Trust Fund.

At September 30, 2019, the reported amount of the Clerk’s deposits was approximately $13.5 million, and the bank balance was approximately $13.7 million, consisting entirely of cash and deposit accounts.

3. Interfund receivables, payables and transfers

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. At September 30, 2019, there were no interfund receivables or payables within the Clerk’s funds. Transfers consist of $2,995,100 of “transfers in” from the Board of County Commissioners and “transfers out” of excess budget and fees totaling $1,022,842.

4. Due from/to other governments

At September 30, 2019, due from other governments contains $80,124 due from the State for Title IV-D services. The due to other governments includes $1,291,537 payable to the Board of County Commissioners of which $1,022,842 was excess budget and fees.

Based on the legal opinion provided by Clerks of Court Operations Corporation general counsel of the provisions of Section 28.37(3), F.S., which was adopted as a policy by the CCOC Finance and Budget Committee, excess court-related funds of $843,611 have been included in due to other governments.

5. Retirement plan

The Clerk participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost–sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest five or eight fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with six or more years of service or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with eight or more years of service or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class.

5. Retirement plan *(Continued)*

Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Clerk and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Clerk's contributions to FRS for the years ended September 30, 2019, 2018 and 2017 were $702,507, $689,477, and $654,247, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2019, 2018, and 2017 were as follows:

	2019	2018	2017
Regular Class: Members not qualifying for other classes.	8.47%	8.26%	7.92%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	25.41%	24.06%	22.71%
Elected Officials Class: Certain elected county officials.	48.82%	48.70%	45.50%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.60%	14.03%	13.26%

Net Pension Obligation-Proportionate Share

The Clerk has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the Comprehensive Annual Financial Report of Escambia County, Florida.

6. Other post-employment benefits (OPEB), other than pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Clerk's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate, which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County, as a whole and not separately for the Clerk's Office. Accordingly, these calculations and disclosures can be found in the County's Comprehensive Annual Financial Report.

7. Risk management

The County has a risk management program to insure claims against the BOCC, Constitutional Officers and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Clerk participated in the County's insurance program during fiscal year 2019 at a cost of $16,899. There also were no significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded the Clerk's insurance coverage in any of the past three fiscal years.

8. Litigation

From time to time, the Clerk may be involved as a defendant in certain litigation and claims arising from the ordinary course of operations. In the opinion of legal counsel, there are no lawsuits or claims outstanding, which will have a material adverse effect on the financial position of the Clerk.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 278,645	$ 278,645	$ 289,560	$ 10,915
Charges for services	5,506,551	5,506,551	6,174,278	667,727
Judgments, fines and forfeitures	1,640,000	1,640,000	1,532,857	(107,143)
Investment income	225,070	225,070	326,816	101,746
Miscellaneous	405,200	405,200	385,138	(20,062)
Total Revenues	8,055,466	8,055,466	8,708,649	653,183
EXPENDITURES				
Current:				
General government:				
Salaries and benefits	3,908,500	3,908,500	3,241,664	666,836
Operating expenditures	614,607	614,607	446,693	167,914
Capital outlay	4,500	4,500	172,576	(168,076)
Court related:				
Salaries and benefits	5,946,459	5,946,459	5,294,093	652,366
Operating expenditures	548,000	548,000	665,862	(117,862)
Capital outlay	28,500	28,500	57,835	(29,335)
Payments to State	-	-	802,184	(802,184)
Total Expenditures	11,050,566	11,050,566	10,680,907	369,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,995,100)	(2,995,100)	(1,972,258)	1,022,842
OTHER FINANCING SOURCES (USES)				
Transfers in	2,995,100	2,995,100	2,995,100	-
Transfers out	-	-	(1,022,842)	(1,022,842)
Total Other Financing Sources (Uses)	2,995,100	2,995,100	1,972,258	(1,022,842)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – PUBLIC RECORDS MODERNIZATION FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 517,000	$ 517,000	$ 402,164	$ (114,836)
Charges for services	587,000	587,000	639,197	52,197
Judgments, fines and forfeitures	-	-	-	-
Miscellaneous revenue	-	-	119	119
Total Revenues	1,104,000	1,104,000	1,041,480	(62,520)
EXPENDITURES				
Current:				
Court related:				
Salaries and benefits	822,100	822,100	658,174	163,926
Operating expenditures	281,900	281,900	28,350	253,550
Capital outlay	-	-	-	-
Total Expenditures	1,104,000	1,104,000	686,524	417,476
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	354,956	354,956
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	354,956	354,956
Fund Balance, October 1, 2018	-	-	2,467,132	2,467,132
Fund Balance, September 30, 2019	$ -	$ -	$ 2,822,088	$ 2,822,088

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

Notes to Required Supplementary Information

The Clerk's Office operates under budget procedures pursuant to Florida Statutes. Annual budgets are legally adopted for the general fund and the public records modernization fund and are on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level. Budgetary changes within the funds are made at the discretion of the Clerk.

The proposed budget is also prepared, summarized, and submitted by the Clerk to the Florida Clerks of Court Operations Corporation. The proposed budget must provide detailed information on the anticipated revenues available and expenditures necessary for the performance of the court-related functions listed in Florida Statute 28.35(3)(a) of the Clerk's office.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY

SEPTEMBER 30, 2019

	General Fund	General Fund Court Services	Total General Fund
ASSETS			
Cash and cash equivalents	$ 2,294,404	$ 1,778,429	$ 4,072,833
Accounts receivable	379	-	379
Due from other governmental units	7,372	-	7,372
Total assets	$ 2,302,155	$ 1,778,429	$ 4,080,584
LIABILITIES			
Accounts payable	$ 189,792	$ 196,147	$ 385,939
Contracts payable	25,284	1,956	27,240
Accrued liabilities	119,895	168,588	288,483
Due to BCC	1,123,412	168,125	1,291,537
Due to other governmental units	805,062	1,198,904	2,003,966
Unearned revenue	-	-	-
Other current liabilities	38,710	44,709	83,419
Total liabilities	2,302,155	1,778,429	4,080,584
FUND BALANCES			
Restricted for:			
Records Modernization Technology	-	-	-
State court operations	-	-	-
Unassigned:	-	-	-
Total fund balances	-	-	-
Total liabilities and fund balances	$ 2,302,155	$ 1,778,429	$ 4,080,584

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2019

	General Fund	General Fund Court Services	Total General Fund
REVENUES			
Intergovernmental	$ -	$ 289,560	$ 289,560
Charges for services	1,888,523	4,285,755	6,174,278
Judgments, fines and forfeitures	-	1,532,857	1,532,857
Investment income	-	326,816	326,816
Miscellaneous revenue	152	384,986	385,138
Total Revenues	1,888,675	6,819,974	8,708,649
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,241,664	-	3,241,664
Operating expenditures	446,693	-	446,693
Capital outlay	172,576		172,576
Court related:			
Salaries and benefits	-	5,294,093	5,294,093
Operating expenditures	-	665,862	665,862
Capital outlay	-	57,835	57,835
Payments to State	-	802,184	802,184
Total Expenditures	3,860,933	6,819,974	10,680,907
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,972,258)	-	(1,972,258)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,995,100	-	2,995,100
Transfers out	(1,022,842)	-	(1,022,842)
Total Other Financing Sources and Uses	1,972,258	-	1,972,258
Net Change in Fund Balances	-	-	-
Fund Balances, October 1, 2018	-	-	-
Fund Balances, September 30, 2019	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL- GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2019
(Continued)

	General Fund		
	Budgeted Amounts		
	Original	Final	Actual
REVENUES			
Intergovernmental	$ -	-	$ -
Charges for services	1,532,507	1,532,507	1,888,523
Judgments, fines and forfeitures	-	-	-
Investment income	-	-	-
Miscellaneous revenue	-	-	152
Total Revenues	1,532,507	1,532,507	1,888,675
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,908,500	3,908,500	3,241,664
Operating expenditures	614,607	614,607	446,693
Capital outlay	4,500	4,500	172,576
Court related:			
Salaries and benefits	-	-	-
Operating expenditures	-	-	-
Capital outlay	-	-	-
Payments to State	-	-	-
Total Expenditures	4,527,607	4,527,607	3,860,933
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,995,100)	(2,995,100)	(1,972,258)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,995,100	2,995,100	2,995,100
Transfers out	-	-	(1,022,842)
Total Other Financing Sources (Uses)	2,995,100	2,995,100	1,972,258
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2018	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL- GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2019
(Continued)

	General Fund - Court Services		
	Budgeted Amounts		
	Original	Final	Actual
REVENUES			
Intergovernmental	$ 278,645	$ 278,645	$ 289,560
Charges for services	3,974,044	3,974,044	4,285,755
Judgments, fines and forfeitures	1,640,000	1,640,000	1,532,857
Investment income	225,070	225,070	326,816
Miscellaneous revenue	405,200	405,200	384,986
Total Revenues	6,522,959	6,522,959	6,819,974
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	-	-	-
Operating expenditures	-	-	-
Capital outlay	-	-	-
Court related:			
Salaries and benefits	5,946,459	5,946,459	5,294,093
Operating expenditures	548,000	548,000	665,862
Capital outlay	28,500	28,500	57,835
Payments to State	-	-	802,184
Total Expenditures	6,522,959	6,522,959	6,819,974
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2018	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL- GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2019
(Continued)

	Total General Fund			
	Budget Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 278,645	$ 278,645	$ 289,560	$ 10,915
Charges for services	5,506,551	5,506,551	6,174,278	667,727
Judgments, fines and forfeitures	1,640,000	1,640,000	1,532,857	(107,143)
Investment income	225,070	225,070	326,816	101,746
Miscellaneous revenue	405,200	405,200	385,138	(20,062)
Total Revenues	8,055,466	8,055,466	8,708,649	653,183
EXPENDITURES				
Current:				
General government:				
Salaries and benefits	3,908,500	3,908,500	3,241,664	666,836
Operating expenditures	614,607	614,607	446,693	167,914
Capital outlay	4,500	4,500	172,576	(168,076)
Court related:				
Salaries and benefits	5,946,459	5,946,459	5,294,093	652,366
Operating expenditures	548,000	548,000	665,862	(117,862)
Capital outlay	28,500	28,500	57,835	(29,335)
Payments to State	-	-	802,184	(802,184)
Total Expenditures	11,050,566	11,050,566	10,680,907	369,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,995,100)	(2,995,100)	(1,972,258)	1,022,842
OTHER FINANCING SOURCES (USES)				
Transfers in	2,995,100	2,995,100	2,995,100	-
Transfers out	-	-	(1,022,842)	(1,022,842)
Total Other Financing Sources (Uses)	2,995,100	2,995,100	1,972,258	(1,022,842)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	Agency Funds				
	Court Registry	Juror and Witness	Restitution	General Trust	TOTAL
ASSETS					
Cash and cash equivalents	$ 5,375,359	$ 33,280	$ 34,242	$ 373,412	$ 5,816,293
Total Assets	$ 5,375,359	$ 33,280	$ 34,242	$ 373,412	$ 5,816,293
LIABILITIES					
Cash bonds payable	$ -	$	$	$ 369,956	$ 369,956
Court registry payable	3,528,500	-	-	-	3,528,500
General trust payable	-	-	-	3,456	3,456
Due to other governments	-	17,468	-	-	17,468
Due to individuals	1,846,859	15,812	34,242	-	1,896,913
Total Liabilities	$ 5,375,359	$ 33,280	$ 34,242	$ 373,412	$ 5,816,293

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
COURT REGISTRY				
ASSETS				
Cash and cash equivalents	$ 4,838,271	$ 22,248,478	$ 21,711,390	$ 5,375,359
LIABILITIES				
Court registry payable	$ 3,143,646	$ 20,041,514	$ 19,656,660	$ 3,528,500
Due to individuals	1,694,625	2,206,964	2,054,730	1,846,859
Total Liabilities	$ 4,838,271	$ 22,248,478	$ 21,711,390	$ 5,375,359
JUROR AND WITNESS				
ASSETS				
Cash and cash equivalents	$ 35,992	$ 221,376	$ 224,088	$ 33,280
LIABILITIES				
Accounts payable	$ -	$ -	$ -	$ -
Due to individuals	10,817	4,995	-	15,812
Due to other governments	25,175	216,381	224,088	17,468
Total Liabilities	$ 35,992	$ 221,376	$ 224,088	$ 33,280

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
(Continued)

YEAR ENDED SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
RESTITUTION				
ASSETS				
Cash and cash equivalents	$ 27,682	$ 269,648	$ 263,088	$ 34,242
LIABILITIES				
Due to individuals	$ 27,682	$ 269,648	$ 263,088	$ 34,242
GENERAL TRUST				
ASSETS				
Cash and cash equivalents	$ 458,534	$ 851,856	$ 936,978	$ 373,412
LIABILITIES				
Cash bonds payable	$ 452,817	$ 685,751	$ 768,612	$ 369,956
General trust payable	5,717	166,105	168,366	3,456
Total Liabilities	$ 458,534	$ 851,856	$ 936,978	$ 373,412

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
(Continued)

YEAR ENDED SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
TOTALS - ALL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
Total Assets	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293
LIABILITIES				
Cash bonds payable	$ 452,817	$ 685,751	$ 768,612	$ 369,956
Court registry payable	3,143,646	20,041,514	19,656,660	3,528,500
General trust payable	5,717	166,105	168,366	3,456
Due to other governments	25,175	216,381	224,088	17,468
Due to individuals	1,733,124	2,481,607	2,317,818	1,896,913
Total Liabilities	$ 5,360,479	$ 23,591,358	$ 23,135,544	$ 5,816,293

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Pam Childers
Escambia County, Clerk of Circuit Court and Comptroller

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida (hereinafter referred to as "Clerk"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Clerk's financial statements, and have issued our report thereon dated January 3, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Clerk's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Clerk's internal control. Accordingly, we do not express an opinion on the effectiveness of the Clerk's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Clerk's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

Compliance and Other Matters-Continued
However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida
January 3, 2020

Warren Averett
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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Pam Childers
Escambia County, Clerk of Circuit Court and Comptroller

We have examined the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida's (hereinafter referred to as the "Clerk") compliance with Florida Statute 218.415 in regards to investments, Florida Statutes 28.35 and 28.36 in regard to certain court-related functions, and Florida Statute 61.181 in regard to operation of a depository for alimony and child support for the year ended September 30, 2019. Management is responsible for the Clerk's compliance with those requirements. Our responsibility is to express an opinion on the Clerk's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Clerk complied, in all material respects, with the specified requirements. An examination involves performing procedures to obtain evidence about whether the Clerk complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Clerk's compliance with specified requirements.

In our opinion, the Clerk complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

Pensacola, Florida
January 3, 2020

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MANAGEMENT LETTER

Honorable Pam Childers
Escambia County, Clerk of the Circuit Court and Comptroller

Report on the Financial Statements
We have audited the financial statements of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida (hereinafter referred to as "Clerk"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated January 3, 2020.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountant's Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated January 3, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Financial Management
Section 10.554(1)(i)2, *Rules of the Auditor General,* requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements or abuse that have occurred or are likely to have occurred that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Clerk and the Escambia County Board of County Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
January 3, 2020

ANNUAL AUDIT REPORT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

SCHEDULE OF FINDINGS AND RESPONSES

SEPTEMBER 30, 2019

There were no comments which require management's written response.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

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INDEPENDENT AUDITORS' REPORT

Honorable Chris Jones
Escambia County Property Appraiser

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund of the Escambia County Property Appraiser, Escambia County, Florida (the Property Appraiser), as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Property Appraiser's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Property Appraiser as of September 30, 2019, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of the general fund of the Property Appraiser. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2019, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a required part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Property Appraiser's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts and grant agreements and other matters included under the heading "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Property Appraiser's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
November 22, 2019

FINANCIAL STATEMENTS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

BALANCE SHEET
GOVERNMENTAL FUND

SEPTEMBER 30, 2019

	General Fund
Assets	
Cash	$ 542,595
Liabilities	
Accounts payable	$ 69,765
Accrued liabilities	174,272
Due to other governmental units	298,558
Total liabilities	542,595
Fund Balance	
Unassigned:	-
Total fund balance	-
Total liabilities and fund balance	$ 542,595

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	General Fund
Revenues:	
Charges for services	$ 14,758
Miscellaneous revenue	4,287
Total Revenues	19,045
Expenditures:	
Current:	
General government:	
Salaries and benefits	4,948,509
Operating expenditures	947,064
Capital outlay	4,994
Total Expenditures	5,900,567
Deficiency of Revenues Over Expenditures	(5,881,522)
Other Financing Sources and (Uses):	
Transfers in	6,179,396
Transfers out	(297,874)
Total Other Financing Sources and (Uses)	5,881,522
Net Change in Fund Balance	-
Fund Balance, October 1, 2018	-
Fund Balance, September 30, 2019	$ -

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting Entity

The Escambia County, Florida Property Appraiser (Property Appraiser), is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Property Appraiser's budget is submitted to the Florida Department of Revenue (per Florida Statute 195.087) for approval. The Board appropriates and distributes to the Property appraiser on a quarterly basis the funds necessary to operate the Property Appraiser's office.

For financial reporting purposes, the Property Appraiser is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of Presentation – Fund Financial Statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Property Appraiser and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Property Appraiser's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Property Appraiser's general fund (a governmental fund type) is the sole operating fund of the Property Appraiser. No additional funds are required to be maintained.

Fund Balance – Fund balances are classified either as non-spendable or as restricted, committed, assigned and unassigned, based on the extent to which there are external and internal constraints on the spending.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

C. Measurement Focus and Basis of Accounting

The general fund is accounted for using the *modified accrual basis of accounting*. Revenues are recognized when they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. The Property Appraiser considers receivables collected within 60 days after year-end to be available and recognizes them as revenues of the current year.

Expenditures generally are recognized under the *modified accrual basis of accounting* when the fund liability is incurred. However, expenditures for compensated absences are recognized when payments are made to employees.

D. Funding from the Board of County Commissioners

Appropriations from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the General Fund’s excess of revenues and transfers over expenditures is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County’s government-wide financial statements.

F. Accumulated Compensated Absences

Employees may accumulate, subject to limitations, amounts of earned but unused sick leave, annual leave and compensatory time, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable (related to governmental fund activities) based upon the Property Appraiser’s paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County’s basic financial statements. That liability includes earned, but unused vacation, sick and comp time, as well as FICA taxes and retirement contributions related thereto.

2. CASH DEPOSITS WITH FINANCIAL INSTITUTIONS

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Property Appraiser manages custodial credit risk by maintaining its deposits in a financial institution designated as a "Qualified Public Depository" by the State Treasurer. All deposits were fully insured through a combination of federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2019, the reported amount of the Property Appraiser's deposits and the bank balance consisting entirely of deposits in a checking account were approximately $543,000.

3. TRANSFERS

Transfers in consist of $6,179,396 from the Escambia County Board of County Commissioners, and transfers out represent excess appropriations and fees returned to the Board in the amount of $297,874.

4. DUE TO/FROM OTHER GOVERNMENTS

At September 30, 2019, the amounts due to other governments totals $298,558 and mainly consists of excess appropriations and fees over expenditures payable to the Board in the amount of $297,874.

5. RETIREMENT PLAN

The Property Appraiser participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

5. RETIREMENT PLAN – CONTINUED

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost –sharing defined benefit retirement plan or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest five or eight fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with six or more years of service or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with eight or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class. Members in the Investment Plan decide how their funds are allocated between various investment accounts, and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Property Appraiser and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer.

5. RETIREMENT PLAN – CONTINUED

The Property Appraiser's contributions to FRS for the years ended September 30, 2019, 2018 and 2017, were $405,363, $380,963 and $361,711, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2019, 2018 and 2017, are as follows:

	2019	2018	2017
Regular Class:	8.47%	8.26%	7.92%
Members not qualifying for other classes.			
Senior Management Class:	25.41%	24.06%	22.71%
Members of senior management who do not elect the optional annuity retirement program.			
Elected Officials Class:	48.82%	48.70%	45.50%
Certain elected county officials.			
Deferred Retirement Option Program (DROP):	14.60%	14.03%	13.26%
Members are enrolled in DROP from FRS			

Net Pension Liability-Proportionate Share

The Property Appraiser has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. This long-term liability is only reported in the county-wide financial statements and is not a current liability of the General Fund. All required disclosures and schedules may be found in the Comprehensive Annual Financial Report of Escambia County, Florida.

6. OTHER POST-EMPLOYMENT BENEFITS (OPEB), OTHER THAN PENSIONS

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Property Appraiser's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost; however, this annual cost and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that are attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole and not separately for the Property Appraiser's Office. Accordingly, these calculations and disclosures can be found in the County's Comprehensive Annual Financial Report.

7. RISK MANAGEMENT

The County has a risk management program to insure claims against the Board, Constitutional Officers and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Property Appraiser participated in the County's insurance program during the year at a cost of $28,075. There also were no significant reductions in insurance coverage from the prior year, and there have been no settlements, which exceeded the Property Appraiser's insurance coverage in any of the past three fiscal years.

8. LITIGATION

The Property Appraiser is contingently liable with respect to lawsuits and other claims, which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Property Appraiser's Office.

9. SUBSEQUENT EVENTS

The Property Appraiser has evaluated events and transactions for potential recognition or disclosure in the financial statements through November 22, 2019, the date the financial statements were available to be issued. No subsequent events have been recognized or disclosed.

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	General Fund			
	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Charges for services	$ 12,955	$ 14,185	$ 14,758	$ 573
Miscellaneous revenue	-		4,287	4,287
Total Revenues	12,955	14,185	19,045	4,860
Expenditures:				
Current:				
General government:				
Salaries and benefits	5,201,775	5,203,178	4,948,509	254,669
Operating expenditures	807,028	807,028	947,064	(140,036)
Capital outlay	-	-	4,994	(4,994)
Reserved for contingencies	183,375	183,375	-	183,375
Total Expenditures	6,192,178	6,193,581	5,900,567	293,014
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,179,223)	(6,179,396)	(5,881,522)	297,874
Other Financing Sources and Uses:				
Transfers in	6,179,223	6,179,396	6,179,396	-
Transfers out	-	-	(297,874)	(297,874)
Total Other Financing Sources (Uses)	6,179,223	6,179,396	5,881,522	(297,874)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

See notes to the required supplementary information.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2019

The Property Appraiser's Office operates under budget procedures pursuant to Florida Statutes. Annual budgets are legally adopted for the general fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

Warren Averett
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Chris Jones
Escambia County Property Appraiser

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Escambia County, Florida Property Appraiser (the Property Appraiser) as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated November 22, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Property Appraiser's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Property Appraiser's internal control. Accordingly, we do not express an opinion on the effectiveness of the Property Appraiser's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Property Appraiser's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Property Appraiser's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Property Appraiser's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
November 22, 2019

Warren Averett
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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Chris Jones
Escambia County Property Appraiser

We have examined the Office of the Property Appraiser of Escambia County, Florida's (hereinafter referred to as "Property Appraiser") compliance with Florida Statute 218.415 in regard to investments for the year ended September 30, 2019.

Management is responsible for the Property Appraiser's compliance with those requirements. Our responsibility is to express an opinion on the Property Appraiser's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Property Appraiser complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Property Appraiser complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence that we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Property Appraiser's compliance with specified requirements.

In our opinion, the Property Appraiser complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

Pensacola, Florida
November 22, 2019

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MANAGEMENT LETTER

Honorable Chris Jones
Escambia County Property Appraiser

Report on the Financial Statements
We have audited the financial statements of the general fund of the Office of the Property Appraiser of Escambia County**,** Florida, as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated November 22, 2019.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and our Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated November 22, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Financial Management
Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554(1)(i)3., Rules of the Auditor General, requires that we communicate noncompliance with provisions of contracts or grant agreements or abuse that have occurred or are likely to have occurred that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Property Appraiser, the Escambia County Board of County Commissioners and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
November 22, 2019

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

SCHEDULE OF FINDINGS AND RESPONSES

SEPTEMBER 30, 2019

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2019

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FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2019

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INDEPENDENT AUDITORS' REPORT

Honorable David Morgan, Sheriff
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida ("Sheriff"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Sheriff's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Sheriff's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheriff's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of each major fund and the aggregate remaining fund information of the Sheriff, as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above have been prepared for the purpose of complying with the Rules of the Auditor General, State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and aggregate remaining fund information, only for that portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Sheriff. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2019, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule on page 15 be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements. The accompanying budgetary comparison schedule and combining financial statements on pages 17 - 20 are presented for purposes of additional analysis and are not a required part of these financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2019, on our consideration of the Sheriff's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading, *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Sheriff's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
December 11, 2019

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SHERIFF

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2019

	General Fund	Sheriff's Programs Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 3,216,480	$ 23,720	$ 3,240,200
Due from other funds	400,261	-	400,261
Due from Board of County Commissioners	143,795	-	143,795
Due from other governmental units	-	400,261	400,261
Inventory	302,666	-	302,666
Total assets	$ 4,063,202	$ 423,981	$ 4,487,183
LIABILITIES			
Accounts payable	$ 424,256	$ 1,200	$ 425,456
Accrued liabilities	2,794,199	-	2,794,199
Due to other funds	-	400,261	400,261
Due to Board of County Commissioners	542,081	-	542,081
Unearned revenue	-	22,520	22,520
Total liabilities	3,760,536	423,981	4,184,517
FUND BALANCE			
Nonspendable:			
Inventory	302,666	-	302,666
Total fund balance	302,666	-	302,666
Total liabilities and fund balance	$ 4,063,202	$ 423,981	$ 4,487,183

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	General Fund	Sheriff's Programs Fund	Total Governmental Funds
Revenues:			
Grant revenue	$ -	$ 574,807	$ 574,807
Total Revenues	-	574,807	574,807
Expenditures:			
Current:			
Public safety			
Salaries and benefits	52,584,835	334,188	52,919,023
Operating expenditures	7,452,318	142,505	7,594,823
Capital outlay	525,988	98,114	624,102
Total Expenditures	60,563,141	574,807	61,137,948
Excess (Deficiency) of Revenues Over (Under) Expenditures	(60,563,141)	-	(60,563,141)
Other Financing Sources and Uses:			
Transfers in	61,263,474	-	61,263,474
Transfers out	(700,333)	-	(700,333)
Total Other Financing Sources and Uses	60,563,141	-	60,563,141
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2018	297,942	-	297,942
Change in inventory	4,724	-	4,724
Fund Balance, September 30, 2019	$ 302,666	$ -	$ 302,666

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2019

ASSETS

Cash and cash equivalents	$	344,102
Total Assets	$	344,102

LIABILITIES

Deposits	$	344,102
Total Liabilities	$	344,102

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida, Sheriff (the "Sheriff") is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Sheriff's budget is submitted to the Escambia County Board of County Commissioners (the Board) for approval. The Board appropriates and distributes to the Sheriff on a monthly basis, funds necessary to operate the Sheriff's office.

For financial reporting purposes, the Sheriff is deemed to be a part of the primary government of Escambia County, Florida (the County) and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Sheriff and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Sheriff's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Sheriff's major funds are the General Fund and the Sheriff's Programs Fund.

The ***General Fund*** is the general operating fund of the Sheriff. It is used to account for all financial resources except those required to be accounted for in other funds.

Additionally, the Sheriff reports the following fund types:

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

The ***Sheriff's Programs Fund*** is used to account for various grant and federal forfeiture activities.

1. Summary of Significant Accounting Policies *(Continued)*

Agency Funds are used to account for assets received and held by the Sheriff as an agent for individuals, private organizations and other governments. Agency funds are custodial in nature and do not involve measurement of changes in financial position. The Sheriff has several agency funds for varying purposes.

C. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in the County's government-wide financial statements. It is not appropriate to report capital assets and the related depreciation in the governmental fund financial statements.

D. Fund balance and flow assumptions

Fund balance at September 30, 2019, consists of the following:

Non-spendable fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Non-spendable fund balance at the Sheriff consists of $302,666 for inventory.

Remaining fund balances are classified as following, depending upon the Sheriff's ability to control the spending of these balances:

Restricted fund balances can only be used for specific purposes, which are externally imposed by creditors, grantors, contributors or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. As of September 30, 2019, the Sheriff had no restricted fund balances.

Committed fund balances can only be used for specific purposes imposed internally by the Sheriff's formal action of highest level of decision-making authority. As of September 30, 2019, the Sheriff had no committed fund balances.

Assigned fund balances are fund balances intended to be used for specific purposes, but do not meet the more formal criterion to be considered either restricted or committed. As of September 30, 2019, the Sheriff had no assigned fund balances.

Unassigned fund balances represent the residual positive fund balance within the General Fund, which has not been assigned to other funds and has not been restricted, committed or assigned. In funds other than the General Fund, unassigned fund balances are limited to negative residual balances. As of September 30, 2019, the Sheriff had no unassigned fund balances because all excess revenues within the General Fund are required to be remitted to the Board, and there were no negative residual balances in the special revenue fund.

1. Summary of Significant Accounting Policies *(Continued)*

Periodically, the Sheriff will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Sheriff's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

E. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned, but unused sick leave, annual leave and compensatory time, which will be paid upon separation from service. The amount of vested, accumulated, compensated absences payable, based upon the Sheriff's paid-time-off (PTO) policy, is reported as a liability in the statement of net position in the County's government-wide financial statements. That liability also includes earned, but unused sick leave, annual leave and compensatory time, as well as FICA taxes and retirement contributions related thereto.

F. Measurement focus and basis of accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period. The Sheriff considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Grants and similar items are recognized as revenue, as soon as all eligibility requirements imposed by the provider have been met. Compensated absences are paid from the general fund. Capital asset acquisitions are recorded as expenditures in the governmental funds.

Measurement Focus - The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or "financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of "available spendable resources" during a period.

Fiduciary fund financial statements (agency funds) have no measurement focus, but utilize the accrual basis of accounting for reporting assets and liabilities.

1. Summary of Significant Accounting Policies *(Continued)*

G. Funding Provided by Board of County Commissioners

The Board funds the majority of the operating budget of the Sheriff. Payment by the Board to fund the operations of the Sheriff is recorded as a "transfer out" in the basic financial statements of the County, and as an operating "transfer in" on the financial statements of the Sheriff.

In accordance with Florida Statutes, the General Fund's excess of revenues over expenditures is returned to the Board at the end of the fiscal year. Repayments to the Board are recorded as a "transfer out" in the financial statements of the Sheriff, and the amount of undistributed excess appropriations at the end of the fiscal year is reported as amounts due the Board.

2. Deposits and Investments

Cash and cash equivalents are highly liquid investments with original maturities of three months or less when purchased. Investments, if any, are recorded at fair value. The Sheriff has an investment policy governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Authorized investments include the Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency, savings accounts or certificates of deposit in state-certified depositories, notes, bonds or treasury bills or other direct obligations of the United States Treasury, federal agencies and instruments, and repurchase agreements.

Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure. The Sheriff manages custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. The Sheriff's cash deposits are held by a bank that qualifies as a public depository under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. All of the Sheriff's deposits are fully insured by the Public Deposit Trust Fund.

At September 30, 2019, the reported amount of the Sheriff's deposits was approximately $3.6 million, and the bank balance was approximately $4.2 million consisting entirely of cash and deposit accounts.

3. Interfund receivables and payables

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. Transfers consist of $61,263,474 of "transfers in" from the Board and "transfers out" of unspent appropriations in the amount of $700,333.

4. Due to / from Board of County Commissioners

At September 30, 2019, the $143,795 receivable from the Board is comprised mainly of expenditures paid on their behalf. The $542,081 payable to the Board is partially comprised of unspent appropriations of $200,333.

5. Inventory

Inventory is valued at cost using the first-in/first out (FIFO) method and consists of expendable supplies. The costs of such inventory are recorded as expenditures when purchased and also reported as inventory assets based on a physical inventory of supplies on hand at year end.

6. Retirement plan

The Sheriff participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost –sharing defined benefit retirement plan or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest five or eight fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with six or more years of service or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with eight or more years of service or to those employees who have at least 33 years of creditable service, regardless of age.

6. Retirement plan – *(Continued)*

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class.

Members in the Investment Plan decide how their funds are allocated between various investment accounts, and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Sheriff and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Sheriff's contributions to FRS for the years ended September 30, 2019, 2018 and 2017 were $6.5 million, $6 million and $5.6 million, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2019, 2018 and 2017 were as follows:

	2019	2018	2017
Regular Class: Members not qualifying for other classes.	8.47%	8.26%	7.92%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program	25.41%	24.06%	22.71%
Elected Officials Class: Certain elected county officials.	48.82%	48.70%	45.50%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.60%	14.03%	13.26%
Special Risk Class: Members employed as law enforcement officers, firefighters, or correctional officers meet the criteria to qualify for this class	25.48%	24.50%	23.27%

6. Retirement plan – *(Continued)*

Net Pension Obligation-Proportionate Share
The Sheriff has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

7. Other Postemployment Benefit (OPEB) Obligations, Other Than Pensions

The Sheriff offers post-employment health care benefits (OPEB) to all retired employees and their dependents. Participating retirees are required to reimburse the Sheriff for 100% of the premium cost, which is netted against the premium payment, so that no net expenditure is initially recorded in the financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost; however, this annual cost and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County, as a whole and not separately for the Sheriff. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

8. Risk Management

The Sheriff participates in the Florida Sheriff's Self Insurance Fund with an annual premium cost for the year ended September 30, 2019, of approximately $1.2 million. Coverage limits under the policy include $1.0 million bodily injury for each accident and $1.0 million bodily injury by disease for each employee with a $1.0 million limit. The plan calls for an annual final premium calculation after fiscal year end using the actual premium basis, proper classifications and experience modifications and rates that lawfully apply to the Sheriff.

During the fiscal year ended September 30, 2019, the Sheriff had no significant reductions in insurance coverage from the prior year. In addition, there have been no settlements which exceeded the Sheriff's insurance coverage in any of the three past fiscal years.

9. Federal and State Financial Assistance

At September 30, 2019, due from other governments contains $400,261 receivable from federal and state awards. The following programs are presented in the schedules of expenditures of federal and state awards within the Escambia County financial report under the *Uniform Guidance*.

Edward Byrne Memorial-Justice Assistance Grant Program
Florida Division of Emergency Management – All Hazard Incident Management Team
Coach Aaron Feis Guardian Program

10. Fund Expenditure Details

The following is a schedule of the General Fund's expenditures for the year ended September 30, 2019:

Account Description	Law Enforcement	Court Security	Totals
Salary & Benefits	$ 49,267,446	$ 3,317,389	$ 52,584,835
Other Operating	7,449,539	2,779	7,452,318
Capital Outlay	521,288	4,700	525,988
Totals	$ 57,238,273	$ 3,324,868	$ 60,563,141

11. Litigation

The Sheriff is contingently liable with respect to lawsuits and other claims, which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Sheriff's Office.

12. Commitments and Contingencies

The Sheriff receives financial assistance from federal and state agencies primarily in the form of operating grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Disallowed claims, if any, resulting from such audits, may become liabilities of the Sheriff.

13. Subsequent events

The Sheriff has evaluated events and transactions that occurred between September 30, 2019 and December 11, 2019, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
Revenues:				
Total Revenues	$ -	$ -	$ -	$ -
Expenditures:				
Current:				
General government:				
Salaries and benefits	-	-	-	-
Operating expenditures	-	-	-	-
Capital outlay	-	-	-	-
Reserved for contingencies	-	-	-	-
Public safety				
Salaries and benefits	53,991,849	54,691,849	52,584,835	2,107,014
Operating expenditures	6,148,019	6,471,625	7,452,318	(980,693)
Payments to State	-	-	-	-
Capital outlay	100,000	100,000	525,988	(425,988)
Total Expenditures	60,239,868	61,263,474	60,563,141	700,333
Excess (Deficiency) of Revenues Over (Under) Expenditures	(60,239,868)	(61,263,474)	(60,563,141)	700,333
Other Financing Sources and Uses:				
Transfers in	60,239,868	61,263,474	61,263,474	-
Transfers out	-	-	(700,333)	(700,333)
Total Other Financing Sources (Uses)	60,239,868	61,263,474	60,563,141	(700,333)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	297,942	297,942
Change in inventory	-	-	4,724	4,724
Fund Balance, September 30, 2019	$ -	$ -	$ 302,666	$ 302,666

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Sheriff's Office operates under budget procedures pursuant to Florida Statutes. The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America. The budget for the Sheriff's general fund is a "legally adopted" budget, whereas the budget for the Sheriff's Programs Fund is prepared and used solely as an internal management tool and is not considered "legally adopted." The legal level of budgetary control is at the fund level.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – SHERIFF'S PROGRAMS FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue				
Guardian Program	$ 477,398	$ 473,264	$ 220,612	$ (252,652)
Disaster Relief	84,313	179,649	179,649	-
Jag Federal 2016	91,296	92,382	92,382	-
US Marshal's	-	-	-	-
Jag Federal 2017	128,738	129,429	82,164	(47,265)
Total Revenues	781,745	874,724	574,807	(299,917)
Expenditures:				
Current:				
Public safety				
Salaries and benefits	761,029	799,535	334,188	465,347
Operating expenditures	20,716	75,189	142,505	(67,316)
Capital outlay	-	-	98,114	(98,114)
Total Expenditures	781,745	874,724	574,807	299,917
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Other Financing Sources and Uses:				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

SEPTEMBER 30, 2019

	Agency Funds			
	Evidence Trust Fund	Trust Fund	General Employee Events Fund	TOTAL
ASSETS				
Cash and cash equivalents	$ 316,323	$ 5,759	$ 22,020	$ 344,102
Total Assets	$ 316,323	$ 5,759	$ 22,020	$ 344,102
LIABILITIES				
Deposits	$ 316,323	$ 5,759	$ 22,020	$ 344,102
Total Liabilities	$ 316,323	$ 5,759	$ 22,020	$ 344,102

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES – ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
EVIDENCE TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 325,383	$ 590,006	$ 599,066	$ 316,323
Total Assets	$ 325,383	$ 590,006	$ 599,066	$ 316,323
LIABILITIES				
Deposits	$ 325,383	$ 590,006	$ 599,066	$ 316,323
Total Liabilities	$ 325,383	$ 590,006	$ 599,066	$ 316,323
TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 77,482	$ 453,704	$ 525,427	$ 5,759
Total Assets	$ 77,482	$ 453,704	$ 525,427	$ 5,759
LIABILITIES				
Deposits	$ 25,822	$ 138,035	$ 158,098	$ 5,759
Due to other governmental units	51,660	315,669	367,329	-
Total Liabilities	$ 77,482	$ 453,704	$ 525,427	$ 5,759
GENERAL EMPLOYEE EVENTS FUND				
ASSETS				
Cash and cash equivalents	$ 13,503	$ 12,428	$ 3,911	$ 22,020
Total Assets	$ 13,503	$ 12,428	$ 3,911	$ 22,020
LIABILITIES				
Deposits	$ 13,503	$ 12,428	$ 3,911	$ 22,020
Total Liabilities	$ 13,503	$ 12,428	$ 3,911	$ 22,020

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES – ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2019

(Continued)

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
EXPLORERS' FUND				
ASSETS				
Cash and cash equivalents	$ 11,297	$ 10,626	$ 21,923	$ -
Total Assets	$ 11,297	$ 10,626	$ 21,923	$ -
LIABILITIES				
Deposits	$ 11,297	$ 10,626	$ 21,923	$ -
Total Liabilities	$ 11,297	$ 10,626	$ 21,923	$ -
TOTAL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102
Total Assets	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102
LIABILITIES				
Deposits	$ 376,005	$ 751,095	$ 782,998	$ 344,102
Due to other governmental units	51,660	315,669	367,329	-
Total Liabilities	$ 427,665	$ 1,066,764	$ 1,150,327	$ 344,102

Warren Averett
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable David Morgan, Sheriff
Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida (hereinafter referred to as "Sheriff"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Sheriff's financial statements, and have issued our report thereon dated December 11, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Sheriff's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Sheriff's internal control. Accordingly, we do not express an opinion on the effectiveness of the Sheriff's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Sheriff's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida
December 11, 2019

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable David Morgan, Sheriff
Escambia County, Florida

We have examined the Office of the Sheriff of Escambia County, Florida's (hereinafter referred to as "Sheriff") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2019. Management is responsible for the Sheriff's compliance with those requirements. Our responsibility is to express an opinion on the Sheriff's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Sheriff complied, in all material respects, with the specified requirements. An examination involves performing procedures to obtain evidence about whether the Sheriff complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Sheriff's compliance with specified requirements.

In our opinion, the Sheriff complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

Pensacola, Florida
December 11, 2019

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
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MANAGEMENT LETTER

Honorable David Morgan, Sheriff
Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements ("financial statements") of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida (hereinafter referred to as "Sheriff"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated December 11, 2019.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 Rules of the Florida Auditor General.

Other Report Requirements
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 11, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial report.

Financial Management
Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Sheriff, and the Escambia County Board of County Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
December 11, 2019

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SCHEDULE OF FINDINGS AND RESPONSES

There were no comments, which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA SUPERVISOR OF ELECTIONS

SEPTEMBER 30, 2019

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Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT

Honorable David Stafford
Escambia County, Florida Supervisor of Elections

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund and the grant fund of the Escambia County, Florida Supervisor of Elections, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Supervisor of Elections' financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund and the grant fund of the Supervisor of Elections as of September 30, 2019, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of the general fund and grant fund attributable solely to the operations of the Supervisor of Elections.

Emphasis of Matter – Continued

They do not purport to and do not present fairly the financial position of Escambia County, Florida, as of September 30, 2019, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Supervisor of Elections' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters included under the heading, *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Supervisor of Elections' internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
December 16, 2019

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2019

	General Fund	Grant Fund
Assets		
Due from other governmental units	$ 59,764	$ 36,479
Total assets	$ 59,764	$ 36,479
Liabilities		
Accounts payable	$ 30,468	$ -
Accrued liabilities	28,580	-
Due to other governmental units	716	-
Unearned revenue	-	36,479
Total liabilities	59,764	36,479
Fund Balance		
Restricted for:		
Grants	-	-
Total fund blance	-	-
Total liabilities and fund balance	$ 59,764	$ 36,479

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2019

	General Fund	Grant Fund
Revenues:		
Grant revenue	$ 5,640	$ 114,763
Charges for services	6,036	-
Investment income	-	829
Total Revenues	11,676	115,592
Expenditures:		
Current:		
General government:		
Salaries and benefits	1,250,606	-
Operating expenditures	716,486	-
Operating expenditures-grants	-	110,884
Capital outlay	2,800	9,398
Total Expenditures	1,969,892	120,282
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,958,216)	(4,690)
Other Financing Sources and Uses:		
Transfers in	1,962,906	4,690
Transfers out	(4,690)	-
Total Other Financing Sources and Uses	1,958,216	4,690
Net Change in Fund Balance	-	-
Fund Balance, October 1, 2018	-	-
Fund Balance, September 30, 2019	$ -	$ -

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida Supervisor of Elections is an elected constitutional officer, as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Supervisor of Elections' budget is submitted to the Escambia County Board of County Commissioners (the Board) for approval. The Board appropriates and provides funding necessary to operate the Supervisor of Elections' office.

For financial reporting purposes, the Supervisor of Elections is deemed to be a part of the primary government of Escambia County, Florida (the County) and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Supervisor of Elections and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Supervisor of Elections' financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Supervisor of Elections maintains two governmental funds as follows:

General Fund - Accounts for all financial resources except those required to be accounted for in other funds.

Grant Fund - Accounts for activities of various federal and state grants.

C. Basis of accounting and measurement focus

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period. The Supervisor of Elections considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Compensated absences are paid from the general fund. Capital asset acquisitions are recorded as expenditures in the governmental funds.

1. Summary of Significant Accounting Policies (Continued)

C. Basis of accounting and measurement focus (Continued)

The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or “financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of “available spendable resources” during a period.

D. Funding from the Board of County Commissioners

Appropriations from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the general fund’s excess of revenues and transfers in over expenditures and interfund transfers out is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance. This amount was zero for the year.

E. Fund balance and flow assumptions

Fund balances are classified either as non-spendable or as restricted, committed, assigned, and unassigned, based on the extent to which there are external and internal constraints on the spending. Fund balance at September 30, 2019, consists of the following:

Non-spendable fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. As of September 30, 2019, the Supervisor of Elections had no non-spendable fund balance.

Remaining fund balances are classified as following, depending upon the Supervisor of Elections ability to control the spending of these balances:

Restricted fund balances can only be used for specific purposes, which are externally imposed by creditors, grantors, contributors or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. As of September 30, 2019, the Supervisor of Elections had no restricted fund balances.

Committed fund balances can only be used for specific purposes imposed internally by the Supervisor of Elections’ formal action of highest level of decision making authority. As of September 30, 2019, the Supervisor of Elections had no committed fund balances.

Assigned fund balances are fund balances intended to be used for specific purposes, but which do not meet the more formal criterion to be considered either restricted or committed. As of September 30, 2019, the Supervisor of Elections had no assigned fund balances.

Unassigned fund balances represent the residual positive fund balance within the General Fund, which has not been assigned to other funds and has not been restricted, committed, or assigned. In funds other than the General Fund, unassigned fund balances are limited to negative residual balances. As of September 30, 2019, the Supervisor of Elections had no unassigned fund balances because all excess revenues within the General Fund are required to be remitted to the Board and there were no negative residual balances in the special revenue fund.

1. Summary of Significant Accounting Policies (Continued)

E. Fund balance and flow assumptions (Continued)

Periodically, the Supervisor of Elections will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Supervisor of Elections' policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance.

Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

F. Capital assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County's government-wide financial statements.

G. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned, but unused paid time off, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable based upon the Supervisor of Elections' paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County's basic financial statements. That liability includes earned, but unused PTO, as well as FICA taxes and retirement contributions related thereto. Compensated absences are paid from the General Fund.

2. Cash deposits with financial institutions

The Supervisor of Elections does not maintain a separate cash account. The Escambia County Clerk of the Circuit Court and Comptroller, serving as the accountant for the Supervisor of Elections, records all cash activity using a pooled cash account of the Board of County Commissioners. The "due from" reflected on the Supervisor of Elections' balance sheet represents the amount of cash held by the Board on behalf of the Supervisor of Elections.

The Board manages custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

3. Due to/from other governments

At September 30, 2019, the amounts due to other governmental units totaled $716 and was payable to the Board. The due from other governmental units totaled $96,243 and was receivable from the Board.

4. Retirement plan

Plan Description — The Supervisor of Elections participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost – sharing defined benefit retirement plan or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest five or eight fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with six or more years of service or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with eight or more years of service or to those employees who have at least 33 years of creditable service, regardless of age.

Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

4. Retirement plan (Continued)

The contribution requirements of the Supervisor of Elections and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Supervisor of Election's contributions to FRS for the years ended September 30, 2019, 2018 and 2017 were $126,918, $120,165 and $110,263, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2019, 2018 and 2017 were as follows:

	2019	2018	2017
Regular Class: Members not qualifying for other classes.	8.47%	8.26%	7.92%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	25.41%	24.06%	22.71%
Elected Officials Class: Certain elected county officials.	48.82%	48.70%	45.50%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.60%	14.03%	13.26%

Net Pension Obligation-Proportionate Share

The Supervisor of Elections has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

5. Other postemployment (OPEB) benefits, other than pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Supervisor of Elections' Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate, which includes active, lower cost employees. This implicit subsidy has a cost; however, this annual cost and the total OPEB liability is measured as the portion of the actuarial present value of the projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole and not separately for the Supervisor of Elections' Office. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

6. Risk management

The County has a risk management program to insure claims against the Board, Constitutional Officers and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 – $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Supervisor of Elections participated in the County's insurance program during fiscal year 2019 at a cost of $2,190. There also were no significant reductions in insurance coverage from the prior year, and there have been no settlements, which exceeded the Supervisor of Elections' insurance coverage, in any of the past three fiscal years.

7. Commitments and contingencies

The Supervisor of Elections receives federal and state financial assistance primarily in the form of capital and operating grants. The expenditure of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Disallowed costs, if any, resulting from such audits, may become liabilities of the Supervisor of Elections. However, in the opinion of management, disallowed costs, if any, will not have a material effect on the financial statements.

8. Subsequent events

The Supervisor of Elections has evaluated events and transactions for potential recognition or disclosure in the financial statements through December 16, 2019, the date the financial statements were available to be issued. No subsequent events have been recognized or disclosed.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue	$ -	$ -	$ 5,640	$ 5,640
Charges for services	-	-	6,036	6,036
Total Revenues	-	-	11,676	11,676
Expenditures:				
Current:				
General government:				
Salaries and benefits	1,442,078	1,455,625	1,250,606	205,019
Operating expenditures	926,220	924,370	716,486	207,884
Operating expenditures-Grants	-	-	-	-
Capital outlay	-	2,800	2,800	-
Total Expenditures	2,368,298	2,382,795	1,969,892	412,903
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,368,298)	(2,382,795)	(1,958,216)	424,579
Other Financing Sources and Uses:				
Transfers in	2,368,298	2,387,485	1,962,906	(424,579)
Transfers out	-	(4,690)	(4,690)	-
Total Other Financing Sources (Uses)	2,368,298	2,382,795	1,958,216	(424,579)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – SPECIAL REVENUE FUND – GRANT FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue	$ -	$ 150,953	$ 114,763	$ (36,190)
Investment income	-	-	829	829
Total Revenues	-	150,953	115,592	(35,361)
Expenditures:				
Current:				
General government:				
Operating expenditures grants	-	136,043	110,884	25,159
Capital outlay	-	19,600	9,398	10,202
Total Expenditures	-	155,643	120,282	35,361
Other Financing Sources and Uses:				
Transfers in	-	4,690	4,690	-
Total Other Financing Sources (Uses)	-	4,690	4,690	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Supervisor of Elections operates under budget procedures pursuant to Florida Statutes. The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable David Stafford
Supervisor of Elections Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of the general fund and the grant fund of the Supervisor of Elections of Escambia County, Florida (hereinafter referred to as "Supervisor of Elections"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Supervisor of Elections' financial statements, and have issued our report thereon dated December 16, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Supervisor of Elections' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Supervisor of Elections' internal control. Accordingly, we do not express an opinion on the effectiveness of the Supervisor of Elections' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Supervisor of Elections' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
December 16, 2019

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable David Stafford
Supervisor of Elections Escambia County, Florida

We have examined the Office of the Supervisor of Elections of Escambia County, Florida's (hereinafter referred to as the "Supervisor of Elections") compliance with Florida Statute 218.415, in regards to investments for the year ended September 30, 2019.

Management is responsible for the Supervisor of Elections' compliance with those requirements. Our responsibility is to express an opinion on the Supervisor of Elections' compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Supervisor of Elections complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Supervisor of Elections complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Supervisor of Elections' compliance with specified requirements.

In our opinion, the Supervisor of Elections complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

Pensacola, Florida
December 16, 2019

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
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MANAGEMENT LETTER

Honorable David Stafford
Supervisor of Elections of Escambia County

Report on the Financial Statements
We have audited the financial statements of the general fund and the grant fund of the Office of the Supervisor of Elections of Escambia County, Florida (hereinafter referred to as the "Supervisor of Elections"), as of and for the year ended September 30, 2019, and the related notes to the financial statements and have issued our report thereon dated December 16, 2019.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 *Rules of the Florida Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated December 16, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial audit report.

Financial Management
Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General,* requires that we address noncompliance with provisions of contracts or grant agreements or abuse that have occurred or are likely to have occurred that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Supervisor of Elections, Escambia County Board of County Commissioners and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
December 16, 2019

ANNUAL AUDIT REPORT

SUPERVISOR OF ELECTIONS
ESCAMBIA COUNTY, FLORIDA

SCHEDULE OF FINDINGS AND REPONSES

SEPTEMBER 30, 2019

There were no comments, which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND
SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SEPTEMBER 30, 2019

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INDEPENDENT AUDITORS' REPORT

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund and the aggregate remaining fund information of the Office of the Tax Collector of Escambia County, (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Tax Collector's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund and the aggregate remaining fund information of the Tax Collector as of September 30, 2019, and the respective changes in financial position, where applicable, thereof and for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the *Rules of the Auditor General* of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and the aggregate remaining fund information, only for the portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Tax Collector.

They do not purport to and do not present fairly the financial position of Escambia County, Florida, as of September 30, 2019, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Tax Collector's financial statements. The combining statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of these financial statements. The combining statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements are fairly stated, in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Tax Collector's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Tax Collector's internal control over financial reporting and compliance.

Warren Averett, LLC

December 5, 2019
Pensacola, Florida

Financial Statements

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

BALANCE SHEET – GOVERNMENTAL FUND

SEPTEMBER 30, 2019

	General Fund
Assets	
Cash and cash equivalents	$ 1,258,556
Total assets	$ 1,258,556
Liabilities	
Accounts payable	$ 202,961
Accrued liabilities	223,334
Due to other governmental units	672,156
Unearned revenue	160,105
Total liabilities	1,258,556
Fund Balance	-
Total liabilities and fund balance	$ 1,258,556

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	General Fund
Revenues:	
Charges for services	$ 3,769,220
Miscellaneous revenue	116,950
Total Revenues	3,886,170
Expenditures:	
Current:	
General government:	
Salaries and benefits	6,296,001
Operating expenditures	1,514,559
Capital outlay	39,144
Total Expenditures	7,849,704
Deficiency of revenues over expenditures	(3,963,534)
Other Financing Sources and (Uses):	
Transfers in	4,634,025
Transfers out	(670,491)
Total Other Financing Sources and (Uses)	3,963,534
Net Change in Fund Balance	-
Fund Balance, October 1, 2018	-
Fund Balance, September 30, 2019	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2019

Assets	
Cash and cash equivalents	$ 5,302,205
Accounts receivable	487,031
Total Assets	$ 5,789,236
Liabilities	
Due to individuals	$ 1,611,913
Due to other governmental units	4,177,323
Total Liabilities	$ 5,789,236

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

NOTES TO THE FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida Tax Collector (Tax Collector) is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Tax Collector's budget is approved by the Florida Department of Revenue and submitted to the Escambia County Board of County Commissioners (the Board). The Board pays a monthly fee to the Tax Collector for collection of property taxes based on a statutory formula. The remainder of the budget is funded by fees earned for providing services for other governmental agencies.

For financial reporting purposes, the Tax Collector is deemed to be a part of the primary government of Escambia County, Florida (the County) and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Tax Collector and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Tax Collector's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Tax Collector's funds are defined as follows:

Governmental Funds:

The G*eneral Fund* is the general operating fund of the Tax Collector. It is used to account for all financial resources except those required to be accounted for in other funds.

Fiduciary Funds:

The *agency funds* are used to account for assets held for individuals, private organizations or other governments and consist primarily of taxes and fees collected, but not distributed to other governments. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of the results of operations.

Fund balances are classified either as non-spendable or as restricted, committed, assigned and unassigned, based on the extent to which there are external and internal constraints on the spending.

NOTES TO THE FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies (Continued)

C. Measurement focus and basis of accounting

The general fund is accounted for using the *current resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. The Tax Collector considers receivables collected within 60 days after year-end to be available and recognizes them as revenues of the current year. Expenditures generally are recorded when the related fund liability is incurred. However, expenditures for compensated absences are recognized when payments are made to employees.

Fiduciary fund financial statements are reported using the accrual basis of accounting.

D. Funding from Board of County Commissioners

Commissions from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the General Fund’s excess of revenues and transfers over expenditures is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County’s government-wide financial statements.

F. Accumulated Compensated Absences

Employees may accumulate, subject to limitations, amounts of earned, but unused paid time off, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable is reported as a liability in the statement of net position in the County’s basic financial statements. That liability includes earned, but unused paid time off, as well as FICA taxes and retirement contributions related thereto.

2. Deposits and Investments

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Tax Collector manages custodial credit risk by maintaining its deposits in a financial institution designated as “Qualified Public Depository” by the State Treasurer.

2. Deposits and Investments (Continued)

All deposits were fully insured through a combination of federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2019, the reported amount of the Tax Collector's deposits was approximately $6.6 million, and the bank balance was approximately $9.4 million, consisting entirely of deposits in checking and saving accounts.

3. Interfund Receivables, Payables and Transfers

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. At September 30, 2019, there were no interfund receivables or payables within the Tax Collector's funds. Transfers in consist of $4,634,025 from the Board of County Commissioners, and transfers out (excess budget and fees to the Board) totaled $670,491.

4. Due To/From Other Governments

At September 30, 2019, the due to other governmental units totals $672,156 and primarily is payable to the Board and is comprised mainly of excess fees over expenditures.

5. Retirement Plan

The Tax Collector participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost–sharing defined benefit retirement plan or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

5. Retirement Plan (Continued)

The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest five or eight fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with six or more years of service or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with eight or more years of service or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class. Members in the Investment Plan decide how their funds are allocated between various investment accounts, and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Tax Collector and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Tax Collector's contributions to FRS for the years ended September 30, 2019, 2018 and 2017 were $508,102, $471,709, and $432,519, respectively, equal to the required contributions for each year.

5. Retirement Plan (Continued)

The contribution rates in effect during the period ended September 30, 2019, 2018 and 2017 were as follows:

	2019	2018	2017
Regular Class: Members not qualifying for other classes.	8.47%	8.26%	7.92%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	25.41%	24.06%	22.71%
Elected Officials Class: Certain elected county officials.	48.82%	48.70%	45.50%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.60%	14.03%	13.26%

Net Pension Obligation-Proportionate Share

The Tax Collector has a net FRS pension liability determined in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

6. Other Post-Employment Benefits (OPEB), Other Than Pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Tax Collector's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate, which includes active, lower cost employees. This implicit subsidy has a cost; however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole and not separately for the Tax Collector's Office. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

7. Risk Management

The County has a risk management program to insure claims against the Board, Constitutional Officers and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Tax Collector participated in the County's insurance program during fiscal year 2019 at a cost of $9,656. There also were no significant reductions in insurance coverage from the prior year, and there have been no settlements, which exceeded the Tax Collector's insurance coverage in any of the past three fiscal years.

8. Commitments and Contingencies

Operating leases

The Tax Collector is committed to operating leases for office space with non-cancellable terms in excess of one year. Future minimum lease payments are as follows:

Year	Amount
2020	$ 278,652
2021	202,500
2022	50,625
	$ 531,777

Rent expense for the year ended September 30, 2019 was $317,698.

9. Litigation

The Tax Collector is contingently liable with respect to lawsuits and other claims, which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding, which will have a material adverse effect on the financial position of the Tax Collector's Office.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GAAP BASIS – GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts			Variance Positive
	Original	Final	Actual	(Negative)
Revenues:				
Charges for services	$ 3,610,585	$ 3,610,585	$ 3,769,220	$ 158,635
Miscellaneous revenue	95,500	95,500	116,950	21,450
Total Revenues	3,706,085	3,706,085	3,886,170	180,085
Expenditures:				
Current:				
General government:				
Salaries and benefits	6,594,183	6,555,036	6,296,001	259,035
Operating expenditures	1,678,971	1,678,971	1,514,559	164,412
Capital outlay	-	39,147	39,144	3
Total Expenditures	8,273,154	8,273,154	7,849,704	423,450
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,567,069)	(4,567,069)	(3,963,534)	(603,535)
Other Financing Sources and Uses:				
Transfers in	4,634,025	4,634,025	4,634,025	-
Transfers out	(66,956)	(66,956)	(670,491)	603,535
Total Other Financing Sources (Uses)	4,567,069	4,567,069	3,963,534	603,535
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2018	-	-	-	-
Fund Balance, September 30, 2019	$ -	$ -	$ -	$ -

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Tax Collector's Office operates under budget procedures pursuant to Florida Statutes. An annual budget is adopted for the general fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2019

	Agency Funds		
	Tax Fund	Tag Fund	TOTAL
Assets			
Cash and cash equivalents	$ 3,470,217	$ 1,831,988	$ 5,302,205
Accounts receivable	251	486,780	487,031
Total Assets	$ 3,470,468	$ 2,318,768	$ 5,789,236
Liabilities			
Due to individuals	$ 283,551	$ 1,328,362	$ 1,611,913
Due to other governmental units	3,186,917	990,406	4,177,323
Total Liabilities	$ 3,470,468	$ 2,318,768	$ 5,789,236

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2019

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
TAX FUND				
ASSETS				
Cash and cash equivalents	$ 3,274,176	$ 854,457,949	$ 854,261,908	$ 3,470,217
Accounts receivable	251	-	-	251
Total Assets	$ 3,274,427	$ 854,457,949	$ 854,261,908	$ 3,470,468
LIABILITIES				
Due to individuals	$ 221,689	$ 10,640,408	$ 10,578,546	$ 283,551
Due to other governmental units	3,052,738	310,512,557	310,378,378	3,186,917
Total Liabilities	$ 3,274,427	$ 321,152,965	$ 320,956,924	$ 3,470,468
TAG FUND				
ASSETS				
Cash and cash equivalents	$ 644,868	$1,373,729,960	$1,372,542,840	$ 1,831,988
Accounts receivable	422,306	203,022,906	202,958,432	486,780
Total Assets	$ 1,067,174	$1,576,752,866	$1,575,501,272	$ 2,318,768
LIABILITIES				
Accounts payable	$ 103,394	$ 110,826,781	$ 109,601,813	$ 1,328,362
Due to other governmental units	963,780	88,227,730	88,201,104	990,406
Total Liabilities	$ 1,067,174	$ 199,054,511	$ 197,802,917	$ 2,318,768

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2019

(Continued)

	Balance September 30, 2018	Additions	Deductions	Balance September 30, 2019
Total Agency				
ASSETS				
Cash and cash equivalents	$ 3,919,044	$ 2,228,187,909	$ 2,226,804,748	$ 5,302,205
Accounts receivable	422,557	203,022,906	202,958,432	487,031
Total Assets	$ 4,341,601	$ 2,431,210,815	$ 2,429,763,180	$ 5,789,236
LIABILITIES				
Due to individuals	$ 325,083	$ 121,467,189	$ 120,180,359	$ 1,611,913
Due to other governmental units	4,016,518	398,740,287	398,579,482	4,177,323
Total Liabilities	$ 4,341,601	$ 520,207,476	$ 518,759,841	$ 5,789,236

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of the general fund and aggregate remaining fund information of the Tax Collector of Escambia County, Florida (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Tax Collector's financial statements, and have issued our report thereon dated December 5, 2019.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Tax Collector's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Tax Collector's internal control. Accordingly, we do not express an opinion on the effectiveness of the Tax Collector's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Tax Collector's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

December 5, 2019
Pensacola, Florida

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Scott Lunsford
Escambia County Tax Collector

We have examined the Office of the Tax Collector of Escambia County, Florida's (hereinafter referred to as "Tax Collector") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2019. Management is responsible for the Tax Collector's compliance with those requirements. Our responsibility is to express an opinion on the Tax Collector's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Tax Collector complied, in all material respects, with the specified requirements. An examination involves performing procedures to obtain evidence about whether the Tax Collector complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Tax Collector's compliance with specified requirements.

In our opinion, the Tax Collector complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

Warren Averett, LLC

December 5, 2019
Pensacola, Florida

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

MANAGEMENT LETTER

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements (hereinafter referred to as "financial statements") of the general fund and the aggregate remaining fund information of the Office of the Tax Collector of Escambia County, Florida (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated December 5, 2019.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 *Rules of the Florida Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountant's Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated December 5, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Financial Management
Section 10.554(1)(i)2, *Rules of the Auditor General,* requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements or abuse that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Tax Collector, the Escambia County Board of County Commissioners and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

December 5, 2019
Pensacola, Florida

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SCHEDULE OF FINDINGS AND RESPONSES
SEPTEMBER 30, 2019

There were no comments which require management's written response.


ESCAMBIA COUNTY
FLORIDA


ESCAMBIA COUNTY
FLORIDA

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17517 **Clerk & Comptroller's Report 14. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: TDT Collection Data for the December 2019 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the December 2019 Returns Received in January 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2019 returns received in the month of January 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fourth month of collections for the Fiscal Year 2020; total collections for the month of December 2019 returns was $499,839.95; this is a 10.19% increase from December 2018 returns; total collections year to date are .14% less than the comparable time frame in Fiscal Year 2019.

Attachments

December 2019 TDT Returns Collected January 2020 ADA

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JANUARY 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	134,063	122,673	11,390	9%
32502	145,668	119,626	26,042	22%
32503	35,243	34,170	1,073	3%
32504	408,836	487,641	(78,805)	-16%
32505	92,037	76,910	15,127	20%
32506	54,870	78,345	(23,475)	-30%
32507	380,309	408,884	(28,575)	-7%
32514	191,510	208,739	(17,229)	-8%
32526	113,219	117,040	(3,821)	-3%
32534	48,970	60,922	(11,952)	-20%
32535	838	579	259	45%
32561	1,174,538	1,068,390	106,148	10%
32562	-	-	-	0%
32577	$ 85	189	(104)	-55%
Total	**$ 2,780,186**	**$ 2,784,108**	**$ (3,922)**	0%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF January 2020

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
12/19	$ 28,981	5%	$ 32,775	6%	$ 8,157	2%	$ 95,180	18%	$ 15,598	3%
01/20	$ 27,940	6%	$ 28,419	6%	$ 7,593	2%	$ 82,570	17%	$ 16,314	3%
Total	**$ 134,063**	**5%**	**$ 145,668**	**5%**	**$ 35,243**	1%	**$ 408,836**	**15%**	**$ 92,037**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
12/19	$ 12,799	2%	$ 57,418	11%	$ 45,649	9%	$ 23,753	4%	$ 9,957	2%
01/20	$ 11,218	2%	$ 51,924	10%	$ 41,781	8%	$ 35,639	7%	$ 10,800	2%
Total	**$ 54,870**	2%	**$ 380,309**	14%	**$ 191,510**	7%	**$ 113,219**	4%	**$ 48,970**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
12/19	$ 188	0%	$ 198,784	38%	$ -	0%	$ 18	0%	$ 529,257	100%
01/20	$ 211	0%	$ 185,432	37%	$ -	0%	$ -	0%	$ 499,840	100%
Total	**$ 838**	0%	**$ 1,174,538**	42%	**$ -**	0%	**$ 85**	0%	**$ 2,780,186**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF January 2019

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**15,901**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**15,205**	3%
Total	**122,673**	**4%**	**119,626**	**4%**	**34,170**	1%	**487,641**	**18%**	**76,910**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**29,878**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**23,426**	5%	**13,288**	3%
Total	**78,345**	3%	**408,884**	15%	**208,739**	7%	**117,040**	4%	**60,922**	2%

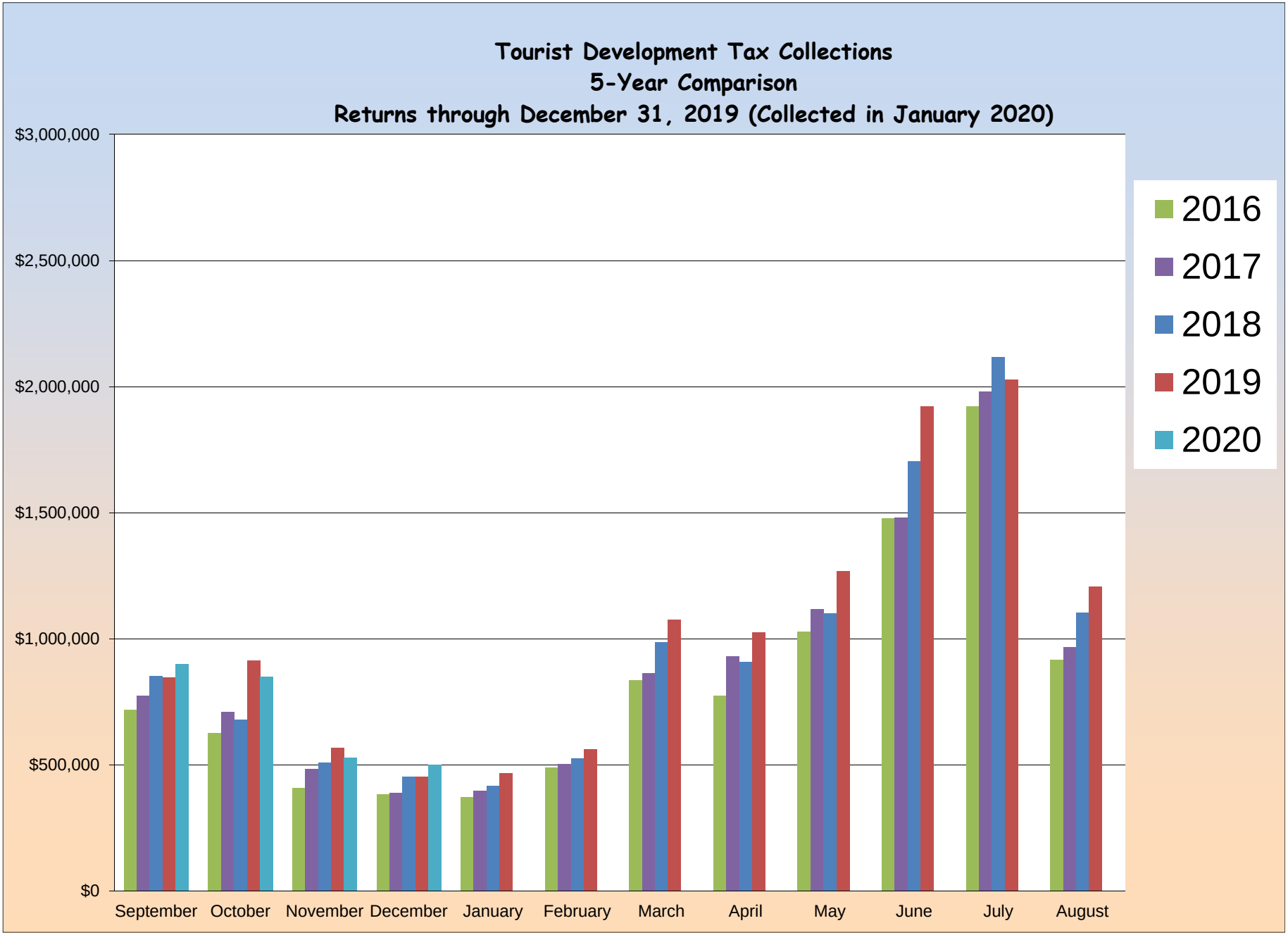
	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
12/18	**369**	0%	**193,908**	34%	**-**	0%	**23**	0%	**569,078**	100%
01/19	**-**	0%	**147,642**	33%	**-**	0%	**34**	0%	**453,617**	100%
Total	**579**	0%	**1,068,390**	38%	**-**	0%	**189**	0%	**2,784,107**	

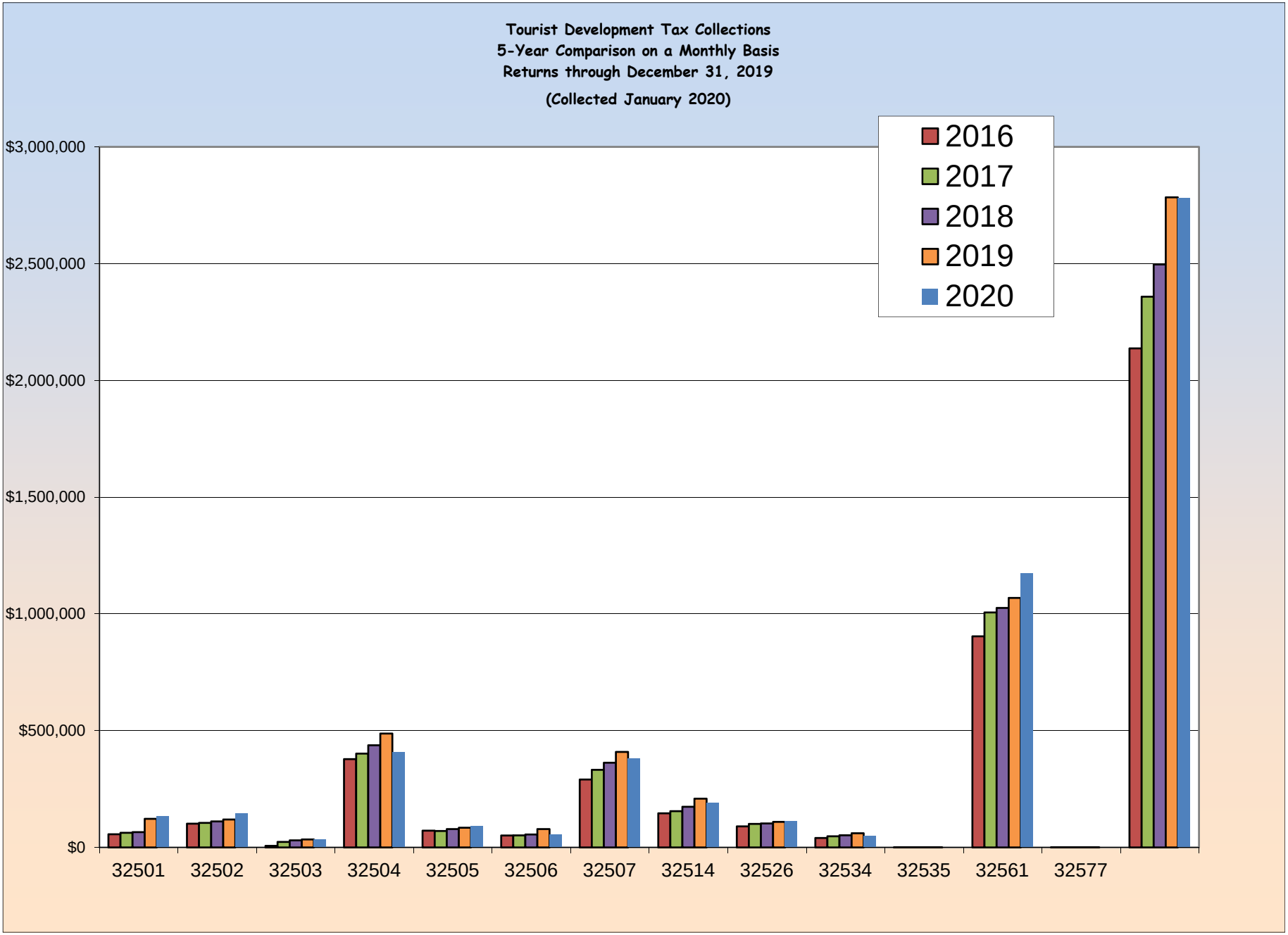
Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020											
Month Of Collection	For The Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
DEC	NOV	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808	$ 396,943
JAN	DEC	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213	$ 374,880
	TOTAL	**$ 1,017,069**	**$ 1,105,225**	**$ 1,185,513**	**$ 1,187,401**	**$ 1,389,430**	**$ 1,602,991**	**$ 1,768,809**	**$ 1,872,293**	**$ 2,088,081**	**$ 2,085,140**

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

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020											
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
DEC	NOV	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269	$ 132,314
JAN	DEC	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404	$ 124,960
TOTAL		**$ 339,023**	**$ 368,408**	**$ 395,171**	**$ 395,800**	**$ 463,144**	**$ 534,330**	**$ 589,603**	**$ 624,098**	**$ 696,027**	**$ 695,047**


Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2019 (Collected in January 2020)
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2016
2017
2018
2019
2020


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through December 31, 2019
(Collected January 2020)
2016
2017
2018
2019
2020
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
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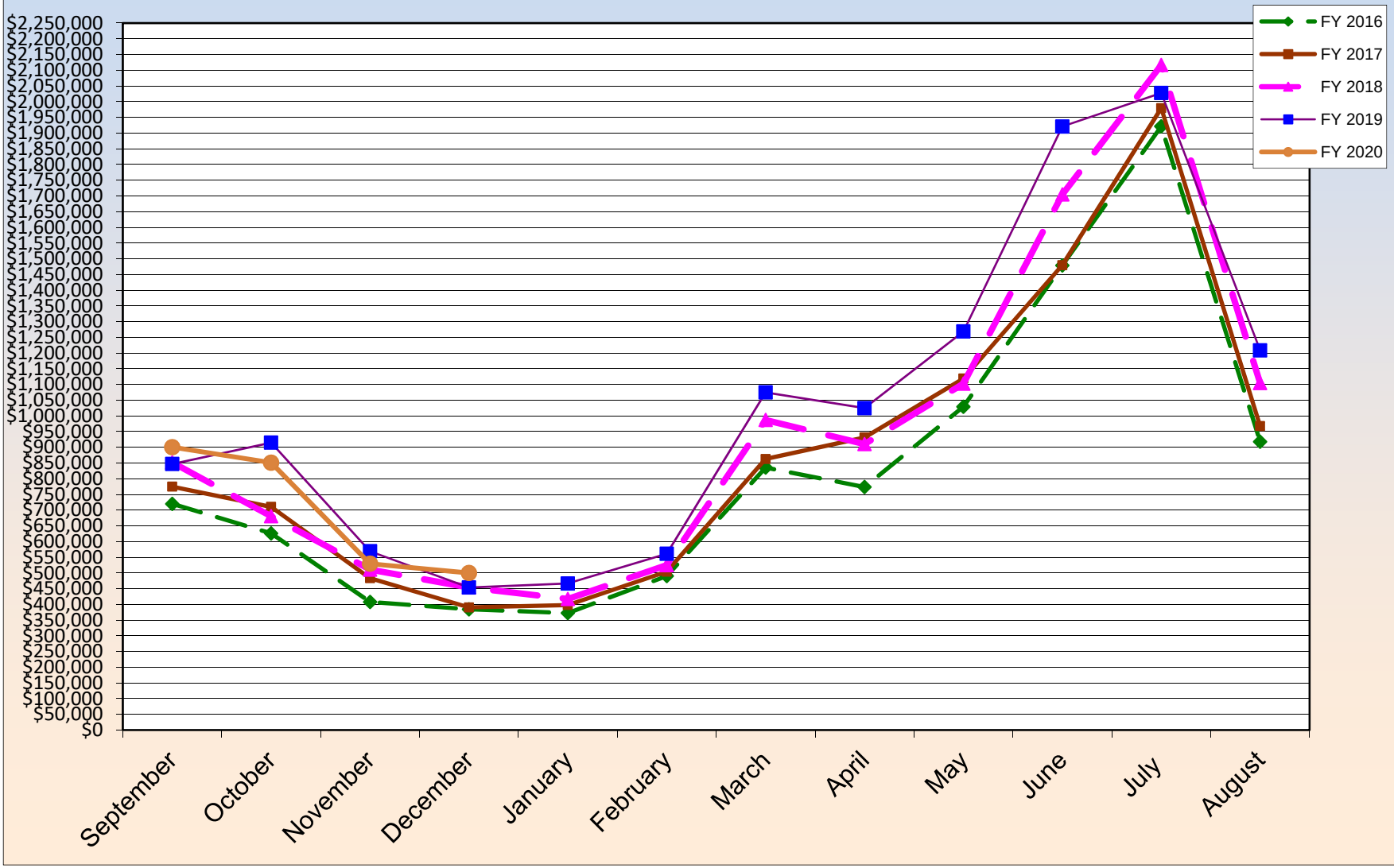
TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through December 31,2019 (Collected in January 2020)



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-17536 **Clerk & Comptroller's Report 14. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Recomendation Concerning Acceptance of the January 31, 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the January 31, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2020, as required by Ordinance Number 95-13. On January 31, 2020, the portfolio market value was $361,312,603 and portfolio earnings totaled $673,582 for the month. The short term portfolio achieved a yield of 1.87%. The long-term CORE portfolio achieved a yield of 1.45%.

Attachments

January 2020 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
January 31, 2020

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
January 31, 2020

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value December 31, 2019	Market Value January 31, 2020
Bank Accounts	$23,520,885	$18,606,175
Local Government Investment Pools[1]	$153,795,592	$149,027,955
Local Government Investment Pools[2]	$24,701,891	$24,863,217
Certificates of Deposit	$76,844,369	$77,423,271
Money Market Mutual Fund	$108,649	$373,333
Escambia County Florida easury Bond/Notes	$68,011,412	$68,257,902
Agency Bond/Note	$3,482,362	$3,493,271
Municipal Bonds	$0	$0
Corporate Notes	$18,741,565	$19,267,479
Total Portfolio Assets:	**$369,206,725**	**$361,312,603**
Current Month Earnings:	**$483,089**	**$673,582**
Fiscal Year to Date Earnings:	**$1,440,141**	**$2,113,723**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	December 31, 2019	January 31, 2020
Market Value	**$278,862,737**	**$269,920,618**
Short Term Portfolio Yield:[3]	**1.94%**	**1.87%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.68%	1.65%
Fiscal YTD Earnings:	**$692,494**	**$1,574,365**

LONG TERM CORE PORTFOLIO:	December 31, 2019	January 31, 2020
Market Value	**$90,343,987**	**$91,391,985**
CORE Portfolio Yield to Maturity at Market:	**1.65%**	**1.45%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.60%	1.39%
CORE Portfolio Total Return:	**0.21%**	**0.52%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.21%	0.54%
Effective Duration (Years)	**1.67**	**1.69**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.78
Fiscal YTD Earnings:	**$403,116**	**$539,358**

[3] Short Term Yield calculated without BoA Operating Accounts (ECR)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
January 31, 2020

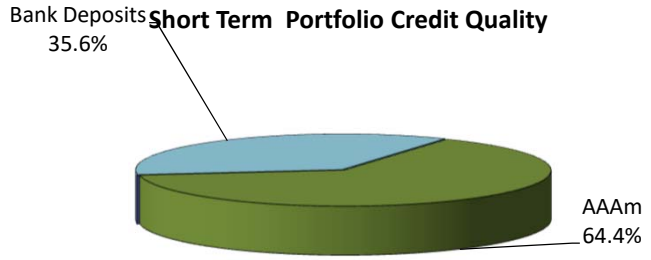
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 18,606,175	6.9%
Certificates of Deposit	77,423,271	28.7%
Local Government Investment Pools*	149,027,955	55.2%
Local Government Investment Pools**	24,863,217	9.2%
Total Short Term Portfolio Assets:	**$ 269,920,618**	100.0%

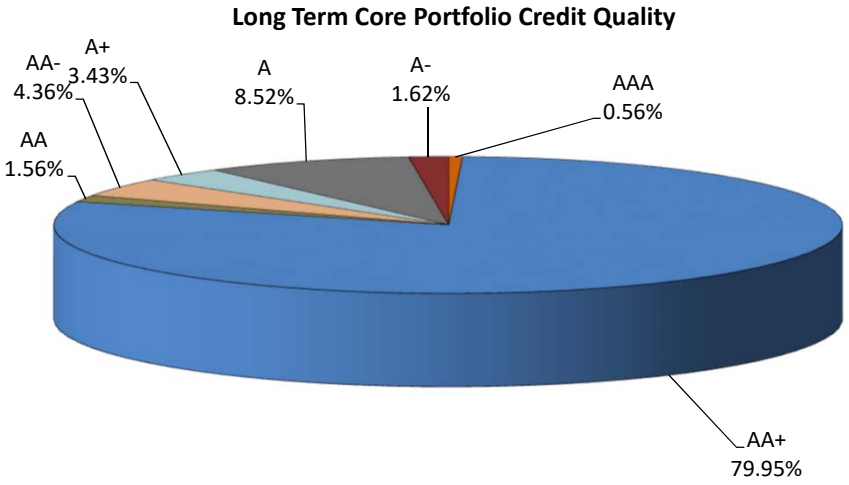
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 68,257,902	74.7%
Federal Agency Bond / Note	3,493,271	3.8%
Corporate Note	19,267,479	21.1%
Money Market Mutual Fund - Federated Government	373,333	0.4%
Total Long Term Core Portfolio Assets:	**$ 91,391,985**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
January 31, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	68,257,902	18.9%	100%	Yes
Federal Instrumentalities	3,493,271	1.0%	50%	Yes
Local Government Investment Pools	173,891,172	48.1%	75%	Yes
Certificates of Deposit	77,423,271	21.4%	50%	Yes
Corporate Notes	19,267,479	5.3%	25%	Yes
Bank Accounts - Bank of America	18,606,175	5.15%	100%	Yes
Money Market Mutual Fund	373,333	0.1%	50%	Yes
Total Investment Holdings	**361,312,603**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	95,484	0.0%	5%	Yes
American Honda Finance	1,076,743	0.3%	5%	Yes
Apple Inc. Corporate Notes	1,016,209	0.3%	5%	Yes
Bank of America Co	470,201	0.1%	5%	Yes
Bank Accounts - Bank of America	18,606,175	5.1%	100%	Yes
BBVA	25,915,158	7.2%	15%	Yes
Centennial Bank	20,442,053	5.7%	15%	Yes
Caterpillar Inc	750,518	0.2%	5%	Yes
Chevron Corporation Corp Notes	651,596	0.2%	5%	Yes
Cisco Systems Inc.	2,028,422	0.6%	5%	Yes
Coca-Cola Company	329,971	0.1%	5%	Yes
Deere & Company	1,212,687	0.3%	5%	Yes
Fannie Mae	3,493,271	1.0%	5%	Yes
Fidelity Institutional Government MMF	373,333	0.10%	25%	Yes
FLCLASS	5,306,608	1.5%	50%	Yes
FL-FIT	15,156,298	4.2%	50%	Yes
Florida Prime (SBA)	128,565,048	35.6%	50%	Yes
Florida Local Government Investment Trust	24,863,217	6.9%	50%	Yes
Hancock Bank	5,153,620	1.4%	15%	Yes
Home Depot Inc.	470,063	0.1%	5%	Yes
Honeywell International	753,956	0.2%	5%	Yes
IBM CORP	1,001,286	0.3%	5%	Yes
Intel Corporation	1,017,476	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,008,710	0.3%	5%	Yes
Mastercard	755,256	0.2%	5%	Yes
Merck & CO Inc	765,629	0.2%	5%	Yes
Microsoft Corporate Notes	508,508	0.1%	5%	Yes
National Rural Utilities Co Finance Corp	371,018	0.1%	5%	Yes
Oracle Corp	1,018,138	0.3%	5%	Yes
Proctor & Gamble Co	671,045	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
January 31, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,912,441	7.2%	**15%**	**Yes**
State Street Corporation	1,004,980	0.3%	**5%**	**Yes**
The Walt Disney Corporation	509,797	0.1%	**5%**	**Yes**
Toyota Motor Corp	607,384	0.2%	**5%**	**Yes**
United Parcel Service Inc.	507,745	0.1%	**5%**	**Yes**
United States Treasury Securities	68,257,902	18.9%	**100%**	**Yes**
Visa Inc	664,659	0.2%	**5%**	**Yes**
Total Investment Holdings	**361,312,603**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-17552 **Clerk & Comptroller's Report 14. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Write-off of Return Checks and Accounts Receivables
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Uncollectible Bad Debt Write-Off

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $1,457.95 of a returned check and account receivable in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

Write-off for February 2020

RESOLUTION R2020-

WHEREAS, certain returned checks and other receivables totaling **$1,457.95** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

FROM: Lorraine Hudson
Manager, Treasury/Payroll

DATE: February 16, 2020

SUBJECT: Returned Checks and Receivables Write-Off Ended

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to October 18, 2019) and uncollectible receivables at February 12, 2020. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund	Amount
Jennifer Johnson	08/01/2019	001	$ 110.00
Lydia Locke	08/14/2019	115	$ 1,347.95
Total			**$ 1,457.95**

Jennifer Johnson - return check - Animal Services. Turned over to the State Attorney's office.
Lydia Locke -Correction Officer training reimbursement. County Attorney's office tried to obtained Final judgement, but receivable is deemed uncollectible.

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17595 **Clerk & Comptroller's Report 14. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Documents Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:
Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. The Santa Rosa Island Authority Financial Statements and Supplementary Information, September 30, 2019, as provided by Vickie S. Johnson, Director of Finance, Santa Rosa Island Authority;

B. The Escambia County, Florida, Schedule of Activity for the Landfill Management Escrow Cash Account for the year ended September 30, 2019;

C. The Single Audit Report, Escambia County, Florida, September 30, 2019; and

D. The Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County, Project Number 4177-09-R, Contract Number 16NF-00-01-27-01-453, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for the projects.

Attachments

19 SRIA Audit Report_Final
2019 Escambia County Landfill Report_Final
2019 Escambia County Single Audit
Modification to Subgrant Agreement Project Number 4177-09-R

Santa Rosa Island Authority

A Component Unit of Escambia County, Florida

Financial Statements and
Supplementary Information

September 30, 2019



Santa Rosa Island Authority
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September 30, 2019

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRIcpa.com

INDEPENDENT AUDITORS' REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Santa Rosa Island Authority, a component unit of Escambia County, Florida, (hereinafter referred to as "Authority"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority as of September 30, 2019, and the changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Changes in Net OPEB Liability and Related Ratios, Schedules of Proportionate Share of Net Pension Liability, and Schedules of Contributions, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

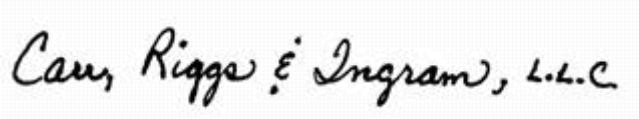
Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Revenues and Expenses – Budget and Actual and Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part

200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a require part of the basic financial statements.

The Schedule of Revenues and Expenses – Budget and Actual, Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill, and the Schedule of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Revenues and Expenses – Budget and Actual, Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill and the Schedule of Expenditures of Federal Awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated February 10, 2020, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2020

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Net Position

September 30,		**2019**
Assets		
Current assets		
Cash and cash equivalents	$	2,025,764
Accounts receivable, net		265,742
Unbilled receivables		62,846
Due from other governments		144,591
Prepaid expenses		34,450
Total current assets		2,533,393
Noncurrent assets		
Capital funds contingency - cash		3,296,418
Cash and cash equivalents - restricted		1,234,106
Investments - unrestricted		537,788
Capital assets, net		565,515
Total noncurrent assets		5,633,827
Deferred outflows of resources		
Other post-employment benefits		4,626
Pension		278,792
Total deferred outflows of resources		283,418
Total assets and deferred outflows of resources	$	8,450,638

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Net Position (Continued)

September 30,		**2019**
Liabilities		
Current liabilities		
Accounts payable	$	138,321
Accrued payroll		46,245
Other accrued liabilities		28,453
Due to Escambia County		2,063
Unearned revenue		146,448
Interagency loan - Escambia County		1,250,000
Total current liabilities		1,611,530
Noncurrent liabilities		
Compensated absences		72,727
Interagency loan - Escambia County		1,265,000
Net pension liability		883,227
Obligation for other postemployment benefits		115,222
Total noncurrent liabilities		2,336,176
Total liabilities		3,947,706
Deferred inflows of resources		
Deferred revenue		85,933
Other post-employment benefits		4,678
Pension		401,547
Unearned consideration fees		552,532
Total deferred inflows of resources		1,044,690
Net position		
Net investment in capital assets		565,515
Restricted for island improvements - Portofino		882,328
Restricted for Quietwater restoration - BP		278,248
Restricted for other		73,530
Unrestricted		1,658,621
Total net position		3,458,242
Total liabilities, deferred inflows of resources, and net position	$	8,450,638

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Activities

Year ended September 30,		**2019**
Operating revenues		
Lease fees		
Commercial	$	3,591,475
Residential		1,278,921
Interest income		11,644
Other operating revenue		76,820
Total operating revenues		4,958,860
Operating expenses		
Personal services		1,179,987
Contractual and professional services		343,535
Supplies		18,163
Utilities		36,593
Advertising and promotion		581,336
Capital outlay		750,938
Other operating expense		222,601
Total operating expenses before depreciation		3,133,153
Depreciation		37,443
Total operating expenses		3,170,596
Operating income		1,788,264
Non-operating revenues (expenses)		
Grant revenues		1,747,779
Grant project expenses		(1,898,625)
Deepwater Horizon Oil Spill income		102,869
Payments to Escambia County - fire and rescue		(206,000)
Interest expense		(52,056)
Other income		23,480
Non-operating revenues (expenses), net		(282,553)
Change in net position		1,505,711
Net position, beginning of year		1,952,531
Net position, end of year	$	3,458,242

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Cash Flows

Year ended September 30,		**2019**
Operating activities		
Cash received from lessees	$	4,875,464
Other operating receipts		(53,649)
Payments to vendors		(2,001,015)
Payments to employees		(1,075,678)
Net cash provided by operating activities		1,745,122
Noncapital financing activities		
Payments to Escambia County		(206,000)
Interagency loan repayments - Escambia County		(1,230,000)
Deepwater Horizon Oil Spill income received		102,869
Interest payments		(52,056)
Receipts for other non-operating revenues		33,814
Net cash provided (used) by noncapital financing activities		(1,351,373)
Capital and related financing activities		
Cash received from other governments		1,701,271
Payments for other non-operating expenses		(1,819,391)
Repayment to Portofino		(311,000)
Net cash provided (used) by capital and related financing activities		(455,670)
Investing activities		
Sales of investments		530,058
Purchase of investments		(537,788)
Net cash provided (used) by investing activities		(7,730)
Net change in cash and cash equivalents		(69,651)
Cash and cash equivalents, beginning of year		6,625,939
Cash and cash equivalents, end of year	$	6,556,288

(continued)

The accompanying notes are an integral part of these financial statements.

Year ended September 30,		**2019**
Reconciliation of operating income to net cash provided (used) by operating activities		
Operating income	$	1,788,264
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation		37,443
Other postemployment benefit obligation		(1,668)
Pension		21,871
Changes in operating assets and liabilities:		
Accounts and unbilled receivables		(6,226)
Prepaid expenses		(20,202)
Accounts payable		55,990
Accrued payroll		25,722
Other accrued liabilities		(983)
Due to Escambia County		(111,017)
Compensated absences		(38,063)
Deferred revenue		7,679
Unearned consideration fees		(13,688)
Net cash provided (used) by operating activities	$	1,745,122
Cash reconciliation		
Cash and cash equivalents	$	2,025,764
Capital funds contingency - cash		3,296,418
Cash and cash equivalents - restricted		1,234,106
Cash and cash equivalents, end of year	$	6,556,288

The accompanying notes are an integral part of these financial statements.

NOTE 1: ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "net investment in capital assets".

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, utilities, advertising and promotion, capital outlay, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties; therefore, they are not available to be used at management's discretion. These restrictions include assets restricted by outside parties for beach renourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority. These non-capital items include dredging, renourishment and improvements to property not owned by the Authority.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than $1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: transportation equipment, maintenance equipment, office equipment and miscellaneous: 3 – 10 years; and buildings and shelters: 10 – 40 years.

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes due according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statements of Net Position.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The items that qualify for reporting in this category are the items related to the pension and OPEB amounts reported in the Statements of Net Position. The deferred outflows of resources related to pension and OPEB amounts result generally from changes between the expected and actual experience of the pension and OPEB plans.

In addition to liabilities, the statements of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has three items, deferred revenue, unearned consideration fees, and pension and OPEB amounts, which qualify for reporting in this category. Deferred revenue and unearned consideration fees result from the collection of revenues in advance of the year for which they are due. The deferred inflows of resources related to pension and OPEB amounts result generally from changes between the expected and actual experience of the pension and OPEB plans.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

NOTE 3: CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public

NOTE 3: CASH AND INVESTMENTS (Continued)

depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40*, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).*

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Funds Trust Fund as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

The following is a summary of the Authority's investments:

September 30,	**2019**	**Credit Risk**	**Maturities**
Certificate of deposit	$ 537,788	not rated	03/20/20

In accordance with GAAP*,* the certificate of deposit is considered a nonparticipating interest-earning investment contract and is appropriately reported in the financial statements at cost.

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. None of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 4: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2019:

September 30,	2018	Additions	Transfers and Retirements	2019
Other capital assets:				
Buildings	$ 1,110,272	$ -	$ (45,663)	$ 1,064,609
Other improvements	28,084	10,680	-	38,764
Equipment	236,709	15,870	(4,070)	248,509
Total other capital assets	1,375,065	26,550	(49,733)	1,351,882
Less accumulated depreciation for:				
Buildings	(587,272)	(22,721)	36,440	(573,553)
Other improvements	(9,907)	(3,126)	-	(13,033)
Equipment	(191,144)	(11,596)	2,959	(199,781)
Total other capital assets	(788,323)	(37,443)	39,399	(786,367)
Total capital assets, net	$ 586,742	$ (10,893)	$ (10,334)	$ 565,515

NOTE 5: LONG-TERM LIABILITIES

As described more fully in Note 12, the Authority has borrowed certain amounts from Escambia County. In addition, the Authority has a compensated absence liability for unpaid leave.

Changes in long-term liabilities were as follows:

September 30,	2018	Additions	Reductions	2019	Amount Due Within One Year
Compensated absences	$ 110,780	$ -	$ (38,053)	$ 72,727	$ -
Interagency loan - Escambia County	3,745,000	-	(1,230,000)	2,515,000	1,250,000
	$ 3,855,780	$ -	$ (1,268,053)	$ 2,587,727	$ 1,250,000

NOTE 6: LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalation clause. However, an effective date for the increase has not been established.

2020	$ 1,852,371
2021	1,852,371
2022	1,852,371
2023	1,852,371
2024	1,852,371

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2019
Residential	3,942
Commerical	221

NOTE 7: RESTRICTED NET POSITION

Restricted net position is comprised of two primary components: Portofino island improvement funds and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2019, the restricted Portofino funds equal $882,328.

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total $278,248 at September 30, 2019.

The Authority also has certain funds set aside for maintaining Sabine Park and paying mitigation expenses. The other restricted balances totaled $73,530 at September 30, 2019.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies and beach renourishment. These amounts total $3,296,418 as of September 30, 2019, and are included in Unrestricted net position on the accompanying Statement of Net Position.

NOTE 8: RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2019, the Authority has set aside $1,121,089 in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover. This amount is included in the designated net position amount identified in Note 7.

The sovereign immunity limits of the State of Florida restrict general liability claims to $100,000. General liability claims above $100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9: FEDERAL AND STATE GRANT PROJECTS

The Authority has entered into various grant agreements with the Federal Emergency Management Agency to fund the elevation of certain properties on Santa Rosa Island. The total of the award agreements approximates $3.2 million. During 2019, the Authority incurred approximately $1.8 million of expenses related to this program.

The Authority has been awarded grant funds from the State of Florida for beach re-nourishment and restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. The maximum amount to be received under the two grants is $125,000. The grants require a match of $125,000. During 2019, the Authority incurred approximately $104,000 of expenses related to this program.

Revenue recognized under these federal and state grants totaled $1,747,779 for the year ended September 30, 2019.

NOTE 10: PENSION PLAN

Essentially all regular employees of the Authority are covered by the Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program.

Plan Descriptions, Membership and Plan Benefits, and Contribution Requirements

Plan Descriptions

The Florida Retirement System (FRS) is a cost-sharing, multiple-employer retirement system. The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan, and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan (INV). Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

The FRS, HIS, and INV are administered by the Florida Department of Management Services, Division of Retirement. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code. The Florida Legislature has the authority to establish and amend retirement legislation and related bills of significance to members of the FRS and HIS plans (including benefit terms and contribution rates). Passed bills are presented to the Governor of Florida and approved before they may be enacted into law.

NOTE 10: PENSION PLAN (Continued)

The FRS, HIS, and INV financial information is included in the Florida Retirement System (System) Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report (CAFR). The System CAFR, including audited financial information to support the Schedules of Employer Allocations and Schedules of Pension Amounts by Employer, are available online at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The System CAFR and actuarial reports may also be obtained by contacting the Division of Retirement by mail or phone at:

Division of Management Services
Division of Retirement
Bureau of Research and Member Contributions
P.O. Box 9000
Tallahassee, FL 32315-9000
850-907-6500 or toll-free 844-377-1888

Membership and Plan Benefits - FRS

The FRS has several classes of membership applicable to the Authority, including regular class, senior management and DROP. Employees enrolled in the FRS prior to July 1, 2011, vest at six years of creditable service and are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. Employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service and are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Retirees receive a lifetime pension benefit with joint and survivor payment options. The FRS also includes an early retirement provision, but imposes a penalty for each year a member retires before the normal retirement date. Benefits are computed on the basis of age, average final compensation, creditable years of service, and accrual value by membership class.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

A DROP was established effective July 1, 1998, subject to provisions of Section 121.091, Florida Statutes. It permits employees eligible for normal retirement under the FRS to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to

NOTE 10: PENSION PLAN (Continued)

participate, except certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Membership and Plan Benefits - HIS

HIS membership is available to all members within the FRS plan. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under a State administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

Contribution Requirements

Employer contributions rates are actuarially recommended but set, and may be amended, by the Florida Legislature. These rates are a percentage of covered payroll. The FRS and HIS contribution rates were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
July 1, 2018 through June 30, 2019	3.00%	8.26%	11.26%
July 1, 2019 through September 30, 2019	3.00%	8.47%	11.47%
Employees in the Deferred Retirement Option Program (DROP):			
July 1, 2018 through June 30, 2019	n/a	14.03%	14.03%
July 1, 2019 through September 30, 2019	n/a	14.60%	14.60%
Senior Management Service Class (SMSC):			
July 1, 2018 through June 30, 2019	3.00%	24.06%	27.06%
July 1, 2019 through September 30, 2019	3.00%	25.41%	28.41%

NOTE 10: PENSION PLAN (Continued)

Employer rates include 1.66 percent for the HIS program. In addition, regular employees are required to contribute an amount equal to 3% of their salary as retirement contributions. Members participating in the DROP are not required to make 3 percent contributions. The Authority's contributions to the Plan totaled $70,162 for the year ended September 30, 2019.

FRS and HIS Significant Assumptions and Rate of Return

Basis of Accounting

Information about the FRS and HIS assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position can be found in the System CAFR. The System CAFR is available online or can be obtained as mentioned previously The FRS and HIS fiduciary net position and additions to/deductions from the fiduciary net position have been determined based on the System's records, which utilize the flow of economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refund of employee contributions) are recognized when due and payable. Investments are reported at fair value. Contributions are recognized as revenue when due, pursuant to statutory and contractual requirements. There have been no significant changes since the publication of the System CAFR.

Actuarial Methods and Assumptions

Actuarial assumptions for both the FRS and HIS are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually and the HIS has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013 through June 30, 2018. Because the HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for the FRS and HIS was determined by an actuarial valuation as of July 1, 2019, using the individual entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.6 percent. Payroll growth for both plans is assumed at 3.25 percent. Mortality assumptions for the FRS Pension Plan were based on the PUB-2010 base table, projected generationally with Scale MP-2018, and mortality assumptions for the HIS program were based on the Generational RP-2000 with projection scale BB tables. Both the discount rate and long-term expected rate of return used for FRS investments is 6.9 percent, a decrease from 7 percent in the prior year. The FRS fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees; therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS program uses a pay-as-you-go funding structure, a municipal bond rate of 3.5 percent was used to determine its total pension liability.

NOTE 10: PENSION PLAN (Continued)

In October 2018, the Actuarial Assumptions Conference adopted the Bond Buyer General Obligation 20-Bond Municipal Bond Index as the applicable municipal bond index. As of June 30, 2019, the municipal rate used by HIS decreased from 3.87 percent to 3.5 percent.

Long-Term Rate of Return

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2019 the FRS Actuarial Assumption Conference reviewed assumptions by Milliman's Capital Markets assumption team and Aon Hewitt Investment Consulting. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return
Cash	1.00%	3.3%
Fixed Income	18.00%	4.1%
Global Equity	54.00%	8.0%
Real Estate (Property)	10.00%	6.7%
Private Equity	11.00%	11.2%
Strategic Investments	6.00%	5.9%
Total	100.00%	

The HIS is essentially funded on a pay-as-you-go basis. As such, there is no assumption for a long-term expected rate of return on a portfolio, no assumptions for cash flows into and out of the plan, or assumed asset allocation.

District's Share of Net Pension Liability

Employers participating in the FRS and HIS were provided pension allocation schedules for use in recording their proportionate share of the FRS and HIS net pension liability (NPL), deferred outflows of resources, deferred inflows of resources, and pension expense at measurement date June 30, 2019. The underlying financial information used to prepare the pension allocation schedules is based on the same basis as mentioned previously.

NOTE 10: PENSION PLAN (Continued)

At September 30, 2019, the Authority reported a liability of $883,227 for its proportionate share of the net pension liability of the FRS and HIS. The net pension liability was measured as of June 30, 2019, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019.

The Authority's proportionate share was calculated using the retirement contributions for employees that were members of the FRS and HIS during the measurement year ended June 30, 2019. The aggregate employer contribution amounts for the fiscal year ended June 30, 2019, in the pension allocation schedules agree to the total employer contribution amounts reported in the System CAFR.

For the year ended September 30, 2019, the Authority recognized pension expense (recovery) of $119,749 related to the FRS and $(24,159) related to the HIS. At September 30, 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

September 30, 2019

	FRS		HIS	
Description	**Def Outflows**	**Def Inflows**	**Def Outflows**	**Def Inflows**
Differences between expected and actual experience	$ 38,647	$ 404	$ 2,814	$ 284
Changes of assumptions	167,355	-	26,819	18,932
Net difference between projected and actual investment earnings	-	36,049	149	-
Changes in proportion	23,366	180,883	4,588	164,995
Authority contributions subsequent to the measurement date	12,572	-	2,482	-
Total	$ 241,940	$ 217,336	$ 36,852	$ 184,211

Deferred outflows of resources of $15,054 are reported by the Authority for employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2020. Deferred outflows of resources of $14,754 for the year ended September 30, 2018, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2019.

NOTE 10: PENSION PLAN (Continued)

Other amounts reported as deferred outflows of resources and inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending September 30,	FRS	HIS	Net
2020	$ 19,804	$ 50,748	$ (39,153)
2021	(43,618)	(42,534)	(41,629)
2022	7,396	(44,166)	(43,292)
2023	27,284	(46,667)	(22,825)
2024	10,286	(45,006)	(2,759)
Thereafter	2,912	(19,735)	2,299

The following table presents information on the Authority's proportionate share of the FRS and HIS.

	FRS	HIS	Total
Proportionate Share of Net Pension:			
June 30, 2019	$ 651,585	$ 231,642	$ 883,227
Authority's proportion at June 30, 2019	0.001892%	0.002070%	

Discount Rate Sensitivity Analysis

The following tables demonstrate the sensitivity of the Authority's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact if the discount rate was 1 percent higher or 1 percent lower than the current discount rate at September 30, 2019.

FRS Net Pension Liability			HIS Net Pension Liability		
	Current			Current	
1% Decrease	Discount Rate	1% Increase	1% Decrease	Discount Rate	1% Increase
5.90%	6.90%	7.90%	2.50%	3.50%	4.50%
$ 1,126,373	$ 651,585	$ 255,056	$ 264,431	$ 231,642	$ 204,332

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS

Plan Description: The Authority participates in the benefit plans and programs of Escambia County, Florida (the "County"). Pursuant to Section 112.0801 Florida Statutes, the Authority is required to provide eligible retirees (as defined in the County's pension plans) the opportunity to participate in this Plan at the same cost that is applicable to active employees. Eligible retirees must be drawing an immediate benefit from their respective pension plan and be enrolled in medical coverage prior to retirement. Surviving spouses of participants are allowed access to the Plan but must pay the full premium. Benefit provisions for the Plan were established by the County's Board of Directors and may only be amended by the County's Board of Directors. The County does not issue stand-alone financial statements for this Plan. All financial information related to the Plan is accounted for in the County's basic financial statements.

Funding Policy: The Authority is funding the post employee benefits on a pay-as-you-go basis. Contribution rates for the Plan are established by the County annually. For the fiscal year ended September 30, 2019, the Authority contributed $7,315. Blended premium rates for active and retired employees combined provide an implicit subsidy for retirees because on actual basis, their current and future claims are expected to result in higher costs to the Plan than those of active employees. The current year contribution represents an estimate of this implied subsidy.

Plan Membership: At October 1, 2019, OPEB membership consisted of the following:

	SRIA
Inactive members currently receiving benefits	7
Active members	13
Total	20

The Authority's covered payroll constituted approximately 0.73%, for the year ended September 30, 2019 of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 0.73% of the actuarially calculated amounts to the Authority in fiscal year 2019.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS (Continued)

Actuarial Assumptions and Other Inputs: The total OPEB liability in the September 30, 2019 actuarial assumptions and other inputs, applied to all period in the measurement, unless otherwise specified:

Inflation	2.50 percent
Salary increases	3.70 percent to 7.80 percent, including inflation
Discount rate	3.83 percent
Health care cost trend rates	7.00 percent using the Getzen Model

The discount rate was based on an index rate for 20 year tax-exempt general obligation municipal bonds with an average AA credit rating or higher.

Mortality rates were based on the RP 2000 Healthy Annuitant Mortality Table for Males and Females as appropriate, fully generational with adjustments for mortality improvements based on Scale BB. RP 2000 Disabled Annuitant Combined Healthy Mortality Table set forward 3 years, with no projected improvement. The actuarial assumptions used in the September 30, 2019 valuation were based on the results of an actuarial experience study performed as of September 30, 2017.

At September 30, 2019, the Authority reported a net OPEB liability of $115,222. The GASB 75 information has been provided as of the September 30, 2017 measurement date. The change in net OPEB liability for the year ended September 30, 2019 is as follows:

	Increase (Decrease) Net OPEB Liability
Balance as of September 30, 2018	$ 114,132
Changes for the year:	
Service cost	4,907
Interest	3,195
Changes in assumptions	(2,654)
Benefit payments	(4,358)
Net Change in OPEB	1,090
Balance as of September 30, 2019	$ 115,222

NOTE 11: OTHER POSTEMPLOYMENT BENEFITS (Continued)

Changes in assumptions and other inputs reflect a change in the discount rate from 3.50% as of September 30, 2018 to 3.83% as of September 30, 2019. The methods, assumptions, and participant data used are detailed in the actuarial valuation report dated September 25, 2018. These calculations are based in the Entry Age Normal cost method required by GASB 75.

Sensitivity of the Net OPEB Liability: The following table represents the Authority's total and net OPEB liability calculated using the discount rate of 3.83%, as well as what the Authority's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.83%) or one percentage point higher (4.83%) than the current rate:

	1% Decrease (2.83%)	Discount Rate (3.83%)	1% Increase (4.83%)
Net OPEB liability	$ 126,002	$ 115,222	$ 105,619

The following table represents the Authority's total and net OPEB liability calculated using the health care cost trend rate of 7% decreasing to 4.24%, as well as what the Authority's net OPEB liability would be if it were calculated using a health care cost trend rate that is one percentage point lower (6% decreasing to 3.24%) or one percentage point higher than the current rate:

	1% Decrease (6.00% decreasing to 3.24%)	Healthcare Cost Trend Rate (7.00% decreasing to 4.24%)	1% Increase (8.00% decreasing to 5.24%)
Net OPEB liability	$ 106,790	$ 115,222	$ 125,226

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2019, the Authority recognized OPEB expense of $7,315.

NOTE 11: OTHER POSTEMPLOYMENT BENEFITS (Continued)

In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to the OPEB plan from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions and other inputs	$ -	$ 4,678
Estimated benefits paid after the measurement date	4,626	-
Total	$ 4,626	$ 4,678

The deferred outflows of resources related to OPEB, totaling $4,626 resulting from Authority contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability in the fiscal year ending September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the OPEB plan will be recognized in the expense as follows:

Fiscal Year Ending September 30,	
2020	$ (786)
2021	(786)
2022	(786)
2023	(786)
2024	(786)
Thereafter	(748)

NOTE 12: RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled $187,251 for the year ended September 30, 2019. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the year ended September 30, 2019, the Authority expended $1,709 for workers' compensation insurance and $101,707 for health and life insurance. The Authority also reimbursed the County $206,000 for fire and rescue services during the year ended September 30, 2019. Total amounts due to the County at September 30, 2019 equaled $2,063.

NOTE 12: RELATED PARTY TRANSACTIONS (Continued)

In September 2014, the Authority entered into interlocal agreement with Escambia County, whereby the County agreed to loan the Authority $8.5 million for its beach re-nourishment and restoration project. The Authority will repay this loan from any and all available revenues over a seven year period to commence upon the effective date of this agreement. Under the interlocal agreement, the Authority is scheduled to make annual principal and interest payments to the County each year through 2021 as follows:

September 30,	Principal	Interest	Total
2020	$ 1,250,000	$ 34,959	$ 1,284,959
2021	1,265,000	17,583	1,282,583
Total	$ 2,515,000	$ 52,542	$ 2,567,542

NOTE 13: COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately $44,340. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

Supplementary Information

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Changes in the Net OPEB Liability and Related Ratios
(Last 10 Fiscal Years)

September 30,		**2019**		**2018**
Total OPEB Liability:				
Service cost	$	4,907	$	5,051
Interest		3,195		2,814
Changes of assumptions and other inputs		(2,654)		(3,243)
Benefit payments		(4,358)		(3,565)
Net change in total OPEB liability		1,090		1,057
Total OPEB liability, beginning		114,132		113,075
Total OPEB liability, ending	$	115,222	$	114,132
Covered employee payroll	$	665,479	$	665,279
Net OPEB liability as a percentage of covered employee payroll		17.31%		17.16%

Note: Data was unavailable prior to 2018.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 Fiscal Years)

	2019	2018	2017	2016	2015	2014
Authority's proportion of the net pension liability (asset)	0.0018920%	0.0018328%	0.0018110%	0.0027398%	0.0047165%	0.0045340%
Authority's proportionate share of the net pension liability (asset)	$ 651,585	$ 552,053	$ 535,669	$ 691,797	$ 609,193	$ 276,640
Authority's covered - employee payroll	$ 665,479	$ 665,279	$ 640,213	$ 700,715	$ 1,681,563	$ 1,641,364
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	97.9%	83.0%	83.7%	98.7%	36.2%	16.9%
FRS Plan fiduciary net position as a percentage of the total pension liability	82.61%	83.89%	83.89%	84.88%	92.00%	96.09%

Note: Data was unavailable prior to 2014.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Florida Retirement System (Last 10 Fiscal Years)

	2019	2018	2017	2016	2015	2014
Contractually required contribution	$ 62,386	$ 62,010	$ 48,474	$ 53,050	$ 122,187	$ 113,898
Contributions in relation to the contractually required contribution	62,386	62,010	48,474	53,050	122,187	113,898
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
Authority's covered-employee payroll	$ 665,479	$ 665,279	$ 640,213	$ 700,715	$ 1,681,563	$ 1,641,364
Contributions as a percentage of covered-employee payroll	9.4%	9.3%	7.6%	7.6%	7.3%	6.9%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2019	2018	2017	2016	2015	2014
Authority's proportion of the net pension liability (asset)	0.0020703%	0.0020269%	0.0020659%	0.0031983%	0.0054923%	0.0054666%
Authority's proportionate share of the net pension liability (asset)	$ 231,642	$ 214,524	$ 220,892	$ 372,749	$ 560,130	$ 511,138
Authority's covered - employee payroll	$ 665,479	$ 665,279	$ 640,213	$ 700,715	$ 1,681,563	$ 1,641,364
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	34.8%	32.2%	34.5%	53.2%	33.3%	31.1%
FRS Plan fiduciary net position as a percentage of the total pension liability	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

Note: Data was unavailable prior to 2014.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2019	2018	2017	2016	2015	2014
Contractually required contribution	$ 15,691	$ 15,597	$ 12,854	$ 15,725	$ 25,197	$ 23,770
Contributions in relation to the contractually required contribution	15,691	15,597	12,854	15,725	25,197	23,770
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
Authority's covered-employee payroll	$ 665,479	$ 665,279	$ 640,213	$ 700,715	$ 1,681,563	$ 1,641,364
Contributions as a percentage of covered-employee payroll	2.4%	2.3%	2.0%	2.2%	1.5%	1.4%

NOTE 1: OPEB PLAN

The actuarial methods and assumptions used to calculate the total OPEB liability are described in Note 11 to the financial statements.

The net OPEB liability amount presented for each fiscal year was determined as of September 30 measurement date prior to the fiscal year-end.

The schedule is intended to present ten years of data. Additional years of data will be presented as they become available.

The Authority has not presented a Schedule of Contributions since an actuarially determined contribution has not been calculated and there is no contractually or statutorily determined contribution applicable to the Authority.

NOTE 2: PENSION PLAN

The actuarial methods and assumptions used to calculate the total pension liability (asset) are described in Note 10 to the financial statements.

The net pension liability amounts presented for each fiscal year were determined as of the June 30 measurement date prior to the fiscal year-end.

The schedules are intended to present ten years of data. Additional years of data will be presented as they become available.

FRS: The long-term expected rate of return was decreased from 7.0% to 6.9%.

HIS: The municipal bond rate used to determine total pension liability was decreased from 3.87% to 3.50%.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Operating Revenues and Expenses – Budget and Actual

Year ended September 30,	2019				
	Actual (GAAP Basis)	**Adjustment to Budgetary Basis**	**Actual (Budgetary Basis)**	**Budget**	**Variance Favorable (Unfavorable)**
Operating revenues					
Lease fees					
Commercial	$ 3,591,475	$ -	$ 3,591,475	$ 2,858,886	$ 732,589
Residential	1,278,921	-	1,278,921	1,363,688	(84,767)
Interest income	11,644	-	11,644	-	11,644
Other operating revenue	76,820	-	76,820	-	76,820
Total operating revenues	4,958,860	-	4,958,860	4,222,574	736,286
Operating expenses					
Personal services	1,179,987	-	1,179,987	1,417,473	237,486
Contractual and professional services	343,535	-	343,535	446,700	103,165
Supplies	18,163	-	18,163	21,625	3,462
Utilities	36,593	-	36,593	49,500	12,907
Advertising and promotion	581,336	-	581,336	661,350	80,014
Capital outlay	750,938	26,550	777,488	165,500	(611,988)
Other operating expense	223,267	-	223,267	469,640	246,373
Total operating expenses before depreciation	3,133,153	26,550	3,159,703	3,246,788	87,085
Depreciation	37,443	(37,443)	-	-	-
Total operating expenses	3,170,596	(10,893)	3,159,703	3,246,788	87,085
Operating income (loss)	1,788,264	10,893	1,799,157	975,786	823,371
Non-operating revenues (expenses)					
Grant revenues	1,747,779	-	1,747,779	-	1,747,779
Grant project expenses	(1,898,625)	-	(1,898,625)	(500,000)	(1,398,625)
Deepwater Horizon Oil Spill incon	102,869	-	102,869	-	102,869
Payments to Escambia County - beach nourishment loan	-	(1,230,000)	(1,230,000)	(1,285,000)	55,000
Payments to Escambia County - fire and rescue	(206,000)	-	(206,000)	(206,000)	-
Interest expense	(52,056)	-	(52,056)	-	(52,056)
Other income	23,480	-	23,480	30,000	(6,520)
Net non-operating revenues (expenses)	(282,553)	(1,230,000)	(1,512,553)	(1,961,000)	448,447
Change in net position	$ 1,505,711	$ (1,219,107)	$ 286,604	$ (985,214)	$ 1,271,818

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill

Year ended September 30, 2019

Source	Amount Received in the 2018 - 2019 Fiscal Year	Amount Expended in the 2018 - 2019 Fiscal Year
British Petroleum:	$ 102,869	$ -

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Santa Rosa Island Authority
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 10, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control, IC 2019-001, described in the attached schedule of findings and questioned costs that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Santa Rosa Island Authority's Response to Findings

Santa Rosa Island Authority's response to the findings identified in our audit is described in the attached schedule. Santa Rosa Island Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2020

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Santa Rosa Island Authority
Pensacola, Florida

Report on Compliance for Each Major Federal and State Program

We have audited Santa Rosa Island Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on Santa Rosa Island Authority's major federal program for the year ended September 30, 2019. Santa Rosa Island Authority's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Santa Rosa Island Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Santa Rosa Island Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Santa Rosa Island Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Santa Rosa Island Authority, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2019.

Report on Internal Control over Compliance

Management of Santa Rosa Island Authority, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Santa Rosa Island Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Santa Rosa Island Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control* over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control* over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2020

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2019

Year ended September 30, 2019

Grantor/Program Title	CFDA Number	Grant Contract Number	Expenditures
FEDERAL AWARDS:			
US Department of Homeland Security			
Indirect Programs:			
Passed through State of Florida Division of Emergency Management:			
Flood Mitigation Assistance	97.029	FMA2013-021	$ 21,850
Flood Mitigation Assistance	97.029	FMA2015-013	1,195,029
Flood Mitigation Assistance	97.029	FMA2016-010	577,296
Total US Department of Homeland Security			1,794,175
Total Expenditures of Federal Awards			$ 1,794,175

The Authority did not provide any funds to subrecipients for any of its federal programs.

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Santa Rosa Island Authority (SRIA) under programs of the federal government for the year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Santa Rosa Island Authority, it is not intended to and does not present the financial position, changes in net assets or cash flows of Santa Rosa Island Authority.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3: INDIRECT COST RATE

Santa Rosa Island Authority has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4: LOANS

Santa Rosa Island Authority did not expend federal awards related to loans or loan guarantees during the year ended September 30, 2019.

NOTE 5: FEDERALLY FUNDED INSURANCE

Santa Rosa Island Authority has no federally funded insurance.

NOTE 6: NONCASH ASSISTANCE

Santa Rosa Island Authority did not receive any federal noncash assistance during the year ended September 30, 2019.

SECTION I–SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	Unmodified	
Internal control over financial reporting:		
• Material weakness(es) identified?	_X_ yes	___ no
• Significant deficiency(es) identified?	___ yes	_X_ none noted
Noncompliance material to financial statements noted?	___ yes	_X_ no

Federal Awards

Internal control over major federal programs:		
• Material weakness(es) identified?	___ yes	_X_ no
• Significant deficiency(es) identified?	___ yes	_X_ none noted
Type of auditors' report issued on compliance for major federal programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Part 200.516(a)?	_X_ yes	___ none noted

Identification of major federal programs:

XX.XXX	Name of Grant
97.029	Flood Mitigation Assistance

The dollar threshold used to distinguish between type A and B programs was $750,000 for major federal programs.

Auditee qualified as a low-risk auditee for federal purposes? ___ yes _X_ no

Findings Related To The Financial Statements That Are Required To Be Reported Under Generally Accepted Government Auditing Standards (GAGAS)

The results of our audit of Santa Rosa Island Authority disclosed a finding required to be reported in accordance with GAGAS. Finding 2019-001 is detailed on page 45.

Findings And Questioned Costs For Major Federal Programs And For Major State Projects

The results of our audit of Santa Rosa Island Authority disclosed no findings required to be reported under the provisions of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Finding IC2019-001: Financial Close Process

Criteria: Rules 10.557(3)(i) and 10.556(3) of the Florida Auditor General, along with other rules and laws, require that the Authority's financial statements be in accordance with the GASB *Codification of Governmental Accounting and Financial Reporting Standards*. The statements should be prepared in accordance with generally accounting principles (GAAP).

Condition: One of the principal methods that a government uses to document accountability for public resources it receives and uses is by the information included in its financial statements. As such, Authority personnel should ensure that the financial information is accurate. In addition, during our audit procedures, while most areas were prepared accurately and correctly, audit adjusting entries were required to correct certain items. These include:

- The balances for grant revenue, deferred revenue and grant receivables were not adjusted to account for current year activity.
- Certain pension and other post-employment benefit liabilities.
- Reversal of retainage accrual.

Cause: The above adjustments occurred mainly as a result of a lack of knowledge regarding complicated accounting pronouncements or simple errors. We were able to identify the necessary adjustments during our audit procedures to ensure the Authority's financial statements and supplementary information were properly reported, and Authority personnel accepted these adjustments. However, our audit procedures cannot substitute for management's responsibility to ensure that the Authority's financial statements are completely accurate.

Effect: The Authority's financial statements could contain inaccuracies.

Recommendation: The Authority should improve its financial reporting procedures to ensure that financial statement account balances and transactions are properly reported. Such procedures may include enhanced review to ensure accuracy of the financial statements.

Management's response: The costs of internally preparing the financial statements outweigh the benefit; therefore the Authority will continue to have Carr, Riggs & Ingram, LLC assist in drafting the financial statements.

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MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated February 10, 2020.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal* Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal* Awards (Uniform Guidance) and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 10, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to partially address findings and recommendations made in the preceding financial audit report. Certain aspects of prior year finding IC2018-001, such as grant revenues and pension liabilities, have been repeated in the current year. That comment was also included in the second preceding fiscal year audit report. The Authority's response to the comment identified in our audit is described on page 45.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Directors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2020

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INDEPENDENT ACCOUNTANTS' REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have examined Santa Rosa Island Authority's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2019. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standard require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirement referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that our examination provides a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2020

ESCAMBIA COUNTY, FLORIDA

SCHEDULE OF ACTIVITY FOR THE LANDFILL MANAGEMENT ESCROW CASH ACCOUNT

FOR THE YEAR ENDED SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

ESCAMBIA COUNTY, FLORIDA
LANDFILL MANAGEMENT ESCROW ACCOUNT
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FOR THE YEAR ENDED SEPTEMBER 30, 2019

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LANDFILL MANAGEMENT ESCROW CASH ACCOUNT

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Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

Board of County Commissioners
Escambia County, Florida

We have audited the accompanying Schedule of Activity for the Landfill Management Escrow Cash Account of Escambia County, Florida (Schedule) as of and for the year ended September 30, 2019, and the related notes.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of this schedule in accordance with the requirements of Rule 62.701.630(5), Florida Administrative Code; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the schedule referred to above presents fairly, in all material respects the deposits into and withdrawals from the Landfill Management Escrow account of Escambia County, Florida for the year ended September 30, 2019, in accordance with the requirements of Rule 62.701.630(5), Florida Administrative Code.

Basis of Accounting

We draw attention to Note 1 to the schedule, which describes the basis of accounting. The Schedule was prepared by Escambia County, Florida on the cash basis, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the provisions of the requirements of Rule 62.701.630(5), Florida Administrative Code referred to above. Our opinion is not modified with respect to that matter.

Report on the Financial Statements
We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Escambia County, Florida as of and for the year ended September 30, 2019, and our report thereon dated February 10, 2020, expressed an unmodified opinion on those financial statements.

Restriction on Use
This report is intended solely for the information of management, the Board of County Commissions of Escambia County, Florida, and the State of Florida's Department of Environmental Protection, and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

ESCAMBIA COUNTY, FLORIDA
LANDFILL MANAGEMENT ESCROW CASH ACCOUNT
SCHEDULE OF ACTIVITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

LANDFILL CLOSING AND LONG-TERM CARE
ESCROW ACCOUNT

	Perdido	Beulah	Total
Balance, September 30, 2018	$ 9,144,942	$ 74,974	$ 9,219,916
Plus: Interest Earnings	222,379	1,650	224,029
Plus: Deposits (September 30, 2019)	279,715	-	279,715
Balance, September 30, 2019	$ 9,647,036	$ 76,624	$ 9,723,660
Balance Related to Closing Costs	$ 9,647,036	$ -	$ 9,647,036
Balance Related to Long-term Care	-	76,624	76,624
Balance, September 30, 2019	$ 9,647,036	$ 76,624	$ 9,723,660

See notes to the schedule.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
LANDFILL MANAGEMENT ESCROW CASH ACCOUNT
NOTES TO SCHEDULE OF ACTIVITY
SEPTEMBER 30, 2019

1. PURPOSE

The "Schedule of Activity" for the Landfill Management Escrow Cash Account (the "Schedule") of Escambia County, Florida is prepared on the cash basis of accounting and submitted to the State of Florida Department of Environmental Protection pursuant to Section 62-701.630 (5) (c) of the Florida Administrative Code (the "Code"). The Schedule contains only the escrow balance required by the Code and is not intended to present the financial position of Escambia County, Florida, Solid Waste Fund.

2. LANDFILL MANAGEMENT ESCROW

The County records the landfill management escrow as restricted cash and cash equivalents to fund closing costs of the Perdido Landfill, and to fund postclosure costs of the closed Beulah landfill. The escrow account consists of funds held in the County's pooled cash and investments, of which the balance and earnings have been allocated to the respective landfills. The County maintains its pooled cash and investments in accordance with the County's investment policy, which is consistent with the requirements of Florida Statute 218.415. The required escrow amount is calculated based on estimates made annually by either a Registered Professional Engineer or County personnel. Per the escrow agreement dated February 15, 2013, at September 30, 2019, the escrow consists of $9,723,660 held in a pooled interest bearing money market account (cash equivalent) with the Florida State Board of Administration's *Florida Prime Investment Program*.

SINGLE AUDIT REPORT

ESCAMBIA COUNTY, FLORIDA

SEPTEMBER 30, 2019

Warren Averett
CPAs AND ADVISORS

SINGLE AUDIT REPORT
ESCAMBIA COUNTY, FLORIDA
SEPTEMBER 30, 2019

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Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Board of County Commissioners
Escambia County, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the compliance of Escambia County, Florida (hereinafter referred to as "County"), with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Compliance Supplement*, and the requirements described in the State of Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs and state projects for the year ended September 30, 2019. The County's major federal programs and state projects are identified in the summary of auditor results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations and the terms and conditions of its federal and state awards applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550*, Rules of the Auditor General*. Those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the County's compliance with those requirements.

Opinion on Each Major Federal Program and State Project
In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2019.

Report on Internal Control over Compliance
Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Florida Department of Financial Services *State Projects Compliance Supplement*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency or a combination of deficiencies in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General
We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Escambia County, Florida, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated February 10, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for the purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General.* Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
February 10, 2020

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
FEDERAL AWARDS				
Gulf Coast Ecosystem Restoration Council				
Passed Through Florida Department of Environmental Protection:				
Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	87.051	G0448	$ 41,225	$ -
U.S. Department of Agriculture				
Direct Programs:				
Emergency Watershed Program	10.923	NR184209XXXXC038	423,918	-
U.S. Department of Health and Human Services				
Passed Through Florida Department of Revenue:				
Child Support Enforcement	93.563	CST17	48,504	-
Child Support Enforcement	93.563	COC17	402,164	-
			450,668	-
Passed Through Big Bend Community Based Care, Inc.:				
Block Grants for Community Mental Health Services	93.958	A0150	42,665	-
U.S. Department of Homeland Security				
Passed Through Florida Division of Emergency Management:				
Flood Mitigation Assistance	97.029	16FM-J8-01-27-01-265	398,186	-
Flood Mitigation Assistance	97.029	18FM-S7-01-27-01-081	113,646	-
Flood Mitigation Assistance	97.029	18FM-S3-01-27-01-019	8,209	-
			520,041	-
Passed Through Florida Division of Emergency Management:				
Disaster Grants-Public Assistance	97.036	13-IS-3S-01-27-02-558	2,744,481	-
Disaster Grants-Public Assistance	97.036	15SP-8Z-01-27-02-514	26,214,242	-
			28,958,723	-
Passed Through Florida Division of Emergency Management:				
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-452	1,489,656	-
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	14,893	-
Hazard Mitigation Grant	97.039	17HM-H4-01-27-01-314	226,721	-
Hazard Mitigation Grant	97.039	18HM-H4-01-27-01-XXX	14,658	-
			1,745,928	-
Passed Through Florida Division of Emergency Management:				
Emergency Management Performance Grants	97.042	G0021	17,224	-
Emergency Management Performance Grants	97.042	19-FG-AF -01-27-01-097	67,633	-
Passed Through Florida Commission on Community Service DBA Volunteer Florida:				
Emergency Management Performance Grants	97.042	CERT Contract Agreement 2018-2019	5,000	-
			89,857	-
Direct Programs:				
Homeland Security Grant Program	97.067	19-DS-X1-27-01-128	998	-
U.S. Department of Housing and Urban Development				
Direct Programs:				
Community Development Block Grant/Entitlement Grants	14.218	B-14-UC-12-0012	89,279	-
Community Development Block Grant/Entitlement Grants	14.218	B-15-UC-12-0012	485,920	-
Community Development Block Grant/Entitlement Grants	14.218	B-16-UC-12-0012	97,236	-
Community Development Block Grant/Entitlement Grants	14.218	B-17-UC-12-0012	155,221	-
Community Development Block Grant/Entitlement Grants	14.218	B-18-UC-12-0012	759,721	-
			1,587,377	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of Housing and Urban Development-Continued				
Direct Programs:				
Home Investment Partnerships Program	14.239	M-13-DC-12-0225	62,529	-
Home Investment Partnerships Program	14.239	M-14-DC-12-0225	61,155	-
Home Investment Partnerships Program	14.239	M-16-DC-12-0225	2,624	2,624
Home Investment Partnerships Program	14.239	M-17-DC-12-0225	21,027	19,178
Home Investment Partnerships Program	14.239	M-18-DC-12-0225	105,690	53,974
			253,025	75,776
U.S. Department of Justice				
Direct Programs:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2016-DJ-BX-1080	92,382	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-DJ-BX-0830	82,164	-
Passed Through Florida Department of Law Enforcement:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-JAGC-ESCA-1-N2-072	50,000	-
			224,546	-
U.S. Department of Transportation				
Passed Through Florida Department of Transportation:				
Highway Planning and Construction	20.205	G0072	167,947	-
Highway Planning and Construction	20.205	G0K38	52,356	-
Highway Planning and Construction	20.205	G0M06	237,692	-
Highway Planning and Construction	20.205	G0M80	416,816	-
Highway Planning and Construction	20.205	G0W17	82,913	-
Highway Planning and Construction	20.205	GO073	103,866	-
			1,061,590	-
Federal Transit Cluster				
Direct Programs:				
State of Good Repair Grants Program	20.525	FL-04-0181-00	44,425	-
Direct Programs:				
Federal Transit Formula Grants	20.507	FL-90-X938-00	3,425	-
Federal Transit Formula Grants	20.507	FL-90-X759-00	203,989	-
Federal Transit Formula Grants	20.507	FL-90-X804-00	36,437	-
Federal Transit Formula Grants	20.507	FL-90-X825-00	5,166	-
Federal Transit Formula Grants	20.507	FL-90-X990	265,744	-
Federal Transit Formula Grants	20.507	FL-90-X877-00	2,476	-
Federal Transit Formula Grants	20.507	FL 2019-034-00	300,000	-
Federal Transit Formula Grants	20.507	FL2019-059-00	3,433,635	-
			4,250,872	-
Direct Programs:				
Bus and Facilities Formula Program	20.526	FL-34-0021-00	71,770	-
Bus and Facilities Formula Program	20.526	FL-2017-005-00	768	-
			72,538	-
Subtotal Federal Transit Cluster			4,367,835	-
Passed Through Florida Department of Transportation:				
Formula Grant for Rural Areas	20.509	G0R31	80,939	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of the Treasury				
Direct Program:				
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080046-01-00	9,370	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080048-01-00	56,319	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080049 -01-00	8,934	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080042-01-00	40,687	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080054-01-00	2,983	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080055-01-00	17,364	-
			135,657	-
U.S. Election Assistance Commission				
Passed Through Florida Department of State:				
Help America Vote Act Requirements	90.401	MOA 2017-2018-0001-ESC	11,418	-
Help America Vote Act Requirements	90.401	MOA 2018-2019-001-ESC	108,864	-
Help America Vote Act Requirements	90.401	MOA 2018-2019-002-ESC	5,640	-
			125,922	-
U.S. Environmental Protection Agency				
Gulf Coast Ecosystem Restoration Council Comprehensive Plan	66.130	00D81118	35,829	-
Direct Program:				
Gulf of Mexico Program	66.475	D43616	50,391	-
TOTAL FEDERAL AWARDS			$ 40,197,134	$ 75,776
STATE AWARDS				
Executive Office of the Governor				
Direct Program:				
Emergency Management Programs	31.063	19-BG-21-01-27-01-024	$ 56,500	$ -
Emergency Management Projects	31.067	19-CP-11-01-27-01-105-166	11,915	-
Florida Department of Agriculture and Consumer Services				
Direct Program:				
Mosquito Control	42.003	025495	42,133	-
Florida Department of Economic Opportunity				
Passed Through Enterprise Florida, Inc.:				
Local Economic Development Initiatives	40.012	14-07	183,424	-
Local Economic Development Initiatives	40.012	DIG 15-09	200,000	-
Direct Program:				
Florida Defense Infrastructure Grant	40.012	S0031	100,000	-
			483,424	-
Florida Department of Environmental Protection				
Direct Program:				
Statewide Surface Water Restoration and Wastewater Projects	37.039	S0878	101,850	-
Direct Programs:				
Early Restoration Deepwater Horizon Oil Spill	37.081	S0779	39,816	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0705	128,849	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0927	184	-
			168,849	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – CONTINUED
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
Florida Department of Health				
Direct Program:				
County Grant Awards	64.005	C7017	26,994	-
Florida Department of State and Secretary of State				
Direct Program:				
State Aid To Libraries	45.030	19-ST-91	115,188	-
Florida Department of Transportation				
Direct Program:				
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G1A24	172,843	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G0X22	218,010	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	GOY02	26,122	-
Direct Program:				
Public Transit Block Grant Program	55.010	G0Z76	942,970	-
Direct Program:				
Transit Corridor Program	55.013	G1036	434,059	-
Direct Program:				
Economic Development Transportation Project Fund	55.032	G0U96	253,801	-
Direct Program:				
Economic Development Transportation Project Fund	55.039	G0W62	500,000	-
Florida Department of Education and Commissioner of Education				
Direct Program:				
Coach Aaron Feis Guardian Program	48.140	96Z-90210-9D001	220,612	-
Florida Fish and Wildlife Conservation Commission				
Direct Program:				
Derelict Vessel Removal Program	77.005	18212	8,042	-
Direct Programs:				
Artificial Reef Grants Program	77.007	15104	39,312	-
Artificial Reef Grants Program	77.007	15153	1,817,612	-
			1,856,924	-
Florida Housing Finance Corporation				
Direct Programs:				
State Housing Initiatives Partnership Program	40.901	2017 SHIP	1,105,541	-
State Housing Initiatives Partnership Program	40.901	2018 SHIP	250,935	-
State Housing Initiatives Partnership Program	40.901	2019 SHIP	272,506	23,265
			1,628,982	23,265
TOTAL STATE AWARDS			$ 7,269,218	$ 23,265
TOTAL FEDERAL AND STATE AWARDS			$ 47,466,352	$ 99,041

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2019

NOTE A – BASIS OF PRESENTATION

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the federal and state grant activity of Escambia County, Florida, under programs of the federal and state government for the year ended September 30, 2019. Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Escambia County, Florida did not elect to utilize the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C – MATCH

The County's match on Federal Transit Administration grants is received from the State of Florida as a non-cash award via Florida Toll Road Credits.

NOTE D – EXPENDITURES INCURRED IN PRIOR FISCAL YEAR

Total CFDA 97.036 expenditures for contract 13-IS-3S-01-27-02-558 of $2,744,481 were incurred in a prior fiscal year and obligated by FEMA in the current fiscal year.

ESCAMBIA COUNTY FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

A. SUMMARY OF AUDITOR RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified Opinion
Internal control over financial reporting:	
Material weakness(es) identified?	____ yes ✔ no
Significant deficiency (ies) identified that are not considered to be material weakness(es)?	____ yes ✔ none reported
Noncompliance material to financial statements noted?	____ yes ✔ no

FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

Internal control over major programs:	
Material weakness(es) identified?	____ yes ✔ no
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	____ yes ✔ none reported
Type of auditors' report issued on compliance for major programs:	Unmodified Opinion
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance or Chapter 10.550, Rules of the Auditor General?	____ yes ✔ no

IDENTIFICATION OF MAJOR PROGRAMS

Federal Program

CFDA No. 14.218 Community Development Block Grant/Entitlement Grants
CFDA No. 97.036 Disaster Grants-Public Assistance

Dollar threshold used to distinguish between type A and type B programs:	$ 1,205,914
Auditee qualified as low-risk auditee?	✔ yes ____ no

A. SUMMARY OF AUDITOR RESULTS – (CONTINUED)

State Projects

CSFA No. 40.901 State Housing Initiatives Partnership Program
CSFA No. 55.010 Public Transit Block Grant Program
CSFA No. 77.007 Artificial Reef Grants Program

Dollar threshold used to distinguish
between type A and type B programs: $ 750,000

B. FINANCIAL STATEMENT FINDINGS

There were no findings, which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS

There were no findings, which were required to be reported in accordance with the Uniform Guidance.

D. FINDINGS AND QUESTIONED COSTS - MAJOR STATE FINANCIAL ASSISTANCE

There were no findings, which were required to be reported in accordance with Chapter 10.550, *Rules of the Auditor General*.

Escambia County
Clerk's Original

6/16/2016 CAPII-2

Contract Number: **16NF-00-01-27-01-453**
Project Number: **4177-09-R**

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

This Modification Number Three made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("the Sub-Recipient") to modify Contract Number 16NF-00-01-27-01-453 , dated July 14, 2016, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $0.00, in Federal Funds; and

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

WHEREAS, the Agreement expired on December 31, 2019; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

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

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

2. Paragraph 8 of the Agreement is hereby amended to read as follows:
   (8) PERIOD OF AGREEMENT
   This Agreement shall begin July 14, 2016 and shall end June 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 3rd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

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

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

Not Agenda Backup
1/14/2020

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

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

SUB-RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and Title: Steven Barry, Chairman

Date: 1/14/2020

Attest: Pam Childers
Clerk of Circuit Court

SEAL

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 01-07-2020

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson, for

Name and Title: Jared Moskowitz, Director

Date: 2-6-2020

Attachment A

(3rd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage for Beach Haven located in Pensacola, Escambia County, Florida, funded as a Global Match Project, through the Hazard Mitigation Grant Program (HMGP) **DR-4177-09-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Escambia County, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to provide protection and to improve the drainage of Beach Haven, located in Pensacola, Escambia County, Florida, 32507. The project boundaries extend from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the west and Mills Avenue on the east, excluding a portion of Bartow Avenue north of Eliasburg Street.

The HMGP Construction Scope of Work (SOW), proposes drainage improvements to the existing drainage system, replacement of unsafe deep roadside ditches, prevention of roadway and adjacent lot flooding by grading the roads to the appropriate elevations so that they will sit lower than the adjacent properties, to allow prevention of roadside shoulder ponding, to assist in preventing flooding, and provide sanitary sewer services as directed by Emerald Coast Utilities Authority with elimination of septic tanks and associated drain fields.

Sanitary sewer services will be provided to all lots within the project area. A majority of the parcels in the project area can be served by providing a gravity sewer main connection to an existing 21" gravity sewer main located along the north boundary of the project area up to the north end of Decatur Avenue. The roads will be paved so that they are 20 feet wide, all driveways that had been removed will be replaced and sod all remaining disturbed areas. The stormwater will be directed north towards the wet retention ponds where the stormwater will be treated before entering the adjacent wetlands.

The project shall provide protection against a 25-year storm event.

Coordinates that define the boundaries include: Intersection of Mills Avenue and Gulf Beach Highway: (30.386208, -87.292356); Mills Avenue and Jones Swamp: (30.392969, -87.291367); Decatur Avenue and Jones Swamp: (30.392036, -87.299842); Decatur Avenue and Gulf Beach Highway: (30.383256, -87.301206); and the Parcel where ponds will be located: (30.392592, -87.295347).

TASKS & DELIVERABLES:

A) Tasks:

1. The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved

by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

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

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2. The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

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

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be

completed in accordance with applicable codes and standards.

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

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

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letters of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

c) Local building Official Inspection Report and Final approval, as applicable;

d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological material or human remains were encountered during project activities. If any archaeological material or human remains were encountered, provide a detailed description of how they were handled.

e) Verification that gopher tortoise conditions were complied with, to include:

   1. Written confirmation that the gopher tortoise borrows were evacuated prior to site manipulation;

   2. Copy of Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit(s) if excavating potentially occupied burrows;

   3. Written confirmation that the excavation method selected minimized the potential injury of an eastern indigo snake;

   4. Written confirmation that the Recipient followed the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines;

   5. Written confirmation that if an eastern indigo snake was encountered, the snake was allowed to vacate the area prior to additional site manipulation in the vicinity; and

   6. Written confirmation that the holes, cavities, and snake refuge other than gopher tortoise burrows were inspected each morning before site area manipulation, and if occupied by an eastern indigo snake, no work was done until after the snake vacated the vicinity of the proposed work.

f) Verification that the U.S. Fish and Wildlife Service (USFWS) Standard Protection Measures for the Eastern Indigo Snake, dated August 12, 2013 was complied with, to include:

   1. Copy of notification sent to the local USFWS Field Office 30 days prior to any clearing/land alteration activities, notifying them that the education plan was to be implemented;

2. If the Recipient decided to use an eastern indigo snake protection/education plan other than the approved USFWS plan, the Recipient must provide the Division a copy of the USFWS concurrence of the new plan;
3. Copies of the sign-in sheet for the pre-construction meeting for all construction staff;
4. Written verification that all protection measures listed in the Standard Protection Measures for the Eastern Indigo Snake were complied with during construction activities; and
5. Copy of the post-construction monitoring report submitted to the USFWS Field Office.

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

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

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

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

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

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

   The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

   Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior

to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

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

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

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

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

B) Deliverables

Mitigation Activities consist of drainage improvements to existing drainage system in project area that extends from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the west and Mills Avenue on the east, excluding a portion of Bartow Avenue north of Eliasburg Street.

The project will provide protection for Beach Haven located in Pensacola, Florida 32507; to include replacement of unsafe deep roadside ditches, prevention of road way and adjacent lot flooding by grading the roads to the appropriate elevations so that they will sit lower than the adjacent properties, prevention of roadside shoulder ponding, to assist in preventing flooding, and provide sanitary sewer services as directed by Emerald Coast Utilities Authority with elimination of septic tanks and associated drain fields.

The completed project shall provide protection against a 25-year event.

Provided the Recipient performs in accordance with the scope of work outlined in this Agreement, the Division shall allow the Recipient to utilize this project as a Global Match project.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1. The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2. The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3. The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4. The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming

that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5. All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
6. The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
7. The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1. Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.
4. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5. Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas.
6. A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.
7. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Recipient shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refuge other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.
8. The Sub-Recipient shall comply with U.S. Fish and Wildlife Service "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013.
9. An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) <u>Programmatic:</u>

1. A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
2. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. All close out documentation shall be delivered to the Division 30-days prior to POP.
6. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
7. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

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

This FEMA project number **4177-09-R,** is funded under HMGP/FEMA-4177-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4177 Severe Floods.

FEMA awarded this project on March 23, 2016; the HMGP Agreement was executed on **July 14, 2016** and the Period of Performance for this project shall end on **June 30, 2020**.

F) FINANCIAL CONSEQUENCES:

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting	4	Months
Construction Plan/Technical Specifications	10	Months
Bidding/Permitting	12	Months
Construction	34	Months
Final Inspection & Closeout Compliance	3	Months
Total Period of Performance:	**63**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Storm Water Improvements	$4,076,817.00	$0.00	$4,076,817.00
Roadway Improvements	$3,775,188.00	$0.00	$3,775,188.00
Demolition/Restoration	$1,004,651.00	$0.00	$1,004,651.00
Mobilization, Bonds, & Traffic Control	$442,833.00	$0.00	$442,833.00
Initial Agreement Amount:	**$9,299,489.00**	**$ 0.00**	**$9,299,489.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$9,299,489.00**	**$ 0.00**	**$9,299,489.00**

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

****** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

This project provides the Global Match for FEMA Project numbers **4177-08-R, 4177-18-R, 4177-19-R and 4177-29-R.

Funding Summary

Federal Share:	$0.00	(0%)
Non-Federal Share:	$9,299,489.00	(100%)
Total Project Cost:**	**$9,299,489.00**	**(100%)**

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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

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

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

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

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

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

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

2. Continued…

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

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

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

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

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

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

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

AI-17596 **Clerk & Comptroller's Report 14. 6.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 13, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 20, 2020; and

C. Approve the Minutes of the Regular Board meeting held February 20, 2020.

Attachments

20200213 CW Report
20200220 Gary Sansing Public Forum Report
20200220 Regular BCC Meeting Minutes

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

FEBRUARY 13, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Robert D. Bender, Vice Chairman, District 4

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 9:14 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on February 8, 2020, in the Board's weekly meeting schedule.

AGENDA ITEMS – Continued

3. Introduction of MyGovernmentOnline

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Escambia Implementation Overview, One Software System for Accountability and Transparency*, presented by Ryan Hutchinson, Chief Technology Officer at South Central Planning and Development Commission (SCPDC):

(1) Was advised by Mr. Hutchinson that:

- SCPDC is not a private company and is an Economic Development District or Continuity of Government created in 1978
- Their funding comes through services provided to other government agencies
- MyGovernmentOnline (MGO) operates in its own enterprise fund and is completely self-sustaining
- The software has been in use since 2006 with hundreds of implementations in 14 states
- The software is currently being used by the Escambia County Permitting, Planning and Zoning, and Code Enforcement departments
- The City of Pensacola uses the software for building permits with other modules to follow
- There are many benefits to an integrated system for both the jurisdictions and the public
- The framework of the software is not a singular module, and some aspects include integrated feature groups and strong mobile support for the public and field staff
- The software also increases transparency and accountability

(2) Heard discussion from Commissioner Barry, County Administrator Gilley, and Mr. Hutchinson regarding the current GPS service used on County vehicles and the integration of those features into the new software;

(3) Heard comments from Commissioner May and Ms. Gilley concerning a cost analysis and working with IT on the project;

(4) Heard comments from Commissioner Barry regarding the need for the tools to be user friendly, and was advised by Mr. Hutchinson that the software is constantly being improved and improvements are rolled out at no additional cost;

(Continued on Page 3)

AGENDA ITEMS – Continued

3. Continued…

   A. Continued…

      (5) Discussed the software's potential impact on County departments, such as Fleet, and its potential to identify both efficiencies and inefficiencies, as well as other features;

      (6) In response to inquiry from Commissioner Bergosh, was advised by Mr. Hutchinson that no security or data breach has ever been traced back to MGO software;

      (7) Heard positive feedback from County staff currently utilizing aspects of MGO, including Horace Jones, Development Services Director, Andrew Holmer, Development Services Manager, and Tim Day, Environmental Programs Manager;

      (8) Discussed integrating the data from Live Link into the new system and hiring a temporary employee or intern to help facilitate this process using enterprise funds;

      (9) Heard positive feedback from the Board regarding the implementation of MGO, and was advised by Mr. Hutchinson that implementation can begin as early as March, with other parts taking from three months to one year to become fully active; and

      (10) Discussed current costs/programs that could be eliminated by the use of MGO and how that would improve the return on investment; and

   B. Board Direction – None.

4. Progress Update on the New Correctional Facility

A. Board Discussion – The C/W:

(1) Heard an update on the new Correctional Facility from Cassie Boatwright, Facilities Director, including the following information:

- The facility is nearing 70% completion, to date about 62% of the budget has been expended, and the project remains on budget
- There are several milestone dates that must be met to complete the project and move into the facility in 2020
- Substantial completion has an aggressive timeline to be able to meet early August of 2020
- Currently substantial completion is tracking to be over 67 days from the original completion date
- The building commissioning deadlines are required for move in and they have been split into two phases in order to speed up commissioning of the building
- The remaining commissioning of the systems is slated to be completed by August of 2020
- A construction punch list will have to be completed and is being handled in multiple phases to avoid waiting until the end of the project and is targeted for September of 2020
- Afterwards, there is a 60 day window to ensure the building is ready for occupancy, therefore occupancy is anticipated for November of 2020

(2) Heard information from Chief Rich Powell, Corrections Director, regarding the transition plan, which is in draft, including a load test that will be done once the building is turned over to Corrections and a field demo on software and locking systems;

(3) Heard comments and inquiry from Commissioner Underhill regarding the repurposing of commercial area in the vicinity of the new facility, protecting Commissioner May's TIF (Tax Increment Financing), and his thoughts on it being a good time to ask for interest from developers and not missing opportunities for economic development in the area;

(4) Heard comments from Commissioner Barry regarding looking at any revenue loss to Commissioner May's TIF and finding ways to compensate the Community Redevelopment Agency for the loss;

(Continued on Page 5)

AGENDA ITEMS – Continued

4. Continued…

   A. Continued…

      (5) Was advised by County Administrator Gilley that a Master Plan of the corridor will be on the agenda for the February 20, 2020, Board meeting and heard information from Chips Kirschenfeld, Natural Resources Management Director, regarding the area currently being remediated for lead contamination;

      (6) Heard comments from Commissioner Barry and Commissioner Underhill concerning enhancements and an injection of capital and resources into the Englewood Boys and Girls Club south of Fairfield that were discussed and committed to previously by the Board; discussed ironing out what the Board's intentions are and what the needs are; and

      (7) Heard comments from County Administrator Gilley regarding the facility being on time and under budget (with the new date), and was advised that she will work with Director Boatwright to look for opportunities to save money and bring a number to the Board; and

   B. Board Direction – None.

   COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM

AGENDA ITEMS – Continued

5. Custodial Services Review

A. Board Discussion – The C/W heard a brief update on custodial services from Cassie Boatwright, Facilities Director, and

(1) Was advised by Director Boatwright that:

- The previous custodial services contract expired in April and new bids were submitted to the Board back in June
- The bids were rejected and the current vendor is being utilized on a month-to-month basis
- A new solicitation has been created, mirroring what Director Mike Rhodes did in Parks and Recreation
- Multiple zones have been created to solicit additional bids from various vendors, especially the small and minority vendors
- Cleaning times are being ramped up and down depending on the facility's needs and that is being built into the contract to ensure that during the summer the additional use at the community centers can be accommodated
- Staff has been developing a very detailed daily, weekly, and monthly checklist to audit what the vendor is actually doing in order to hold back payment for non-performance
- Various options have been looked at, including analyzing outsourcing, in-house, and temporary employees

(2) Upon inquiry from Commissioner May, was advised by Director Boatwright that she would ensure that local preference is being included in the procurement and a Request for Proposals would be brought back to the Board; and

B. Board Direction – None.

6. Perdido Beach Access #4

A. Board Discussion – The C/W viewed slides related to an update on Perdido Key Beach Access presented by Tim Day, Environmental Programs Manager, and the CW:

(1) Was advised by Mr. Day that:

- In February of 2014, the site was acquired with funding assistance from United States Fish and Wildlife Services and in November of 2018 a conditional use approval was granted
- The approval was appealed by the neighboring condominium and it is still in circuit court
- On February 5, 2020, the project received approval through the Development Review Committee (DRC) and it will provide 31 parking spaces and 4 handicap parking spaces
- The DRC approval is subject to appeal until February 20, 2020
- The probable cost of construction, based on the paving and drainage agreement, is $402,509, with no funding source identified as of now
- Staff needs direction on a funding source to proceed

(2) Was advised by County Attorney Rogers that at this point there is no legal prohibition on proceeding with any aspect of the project, but there is a case that is currently pending in circuit court, and Legal does anticipate that an appeal will be filed on the Development Order;

(3) Heard additional comments from County Attorney Rogers regarding the process if an appeal on the Development Order is filed, as well as advice that the project will proceed at the Board's own risk if activity takes place and money is expended prior to a resolution of legal proceedings;

(4) Heard comments from Commissioner Barry regarding his opinion that proceeding with demolition of the current structure and improving/prepping the site would only leave the site in a better condition than it began; heard agreement from County Attorney Rogers that she is not concerned with the demolition and preparation aspect, as well as comments on the broad nature of the appeal that was already filed; and was advised by Mr. Day that demolition and prep would constitute as much as 2/3 of the cost of the project;

(Continued on Page 8)

AGENDA ITEMS – Continued

6. Continued…

   A. Continued…

      (5) Heard comments from Commissioner Bergosh regarding his support for opening the beach access and his ideas for various funding sources that could make sense for the project, including his proposal to use a portion of the funds from the sale of approximately 100 acres to Navy Federal Credit Union;

      (6) Heard comments from Commissioner Underhill concerning his support of the removal of the existing asphalt and unsuitable soil, as well as concerns over opening the access in regards to legal actions, Fish and Wildlife concerns, costs, and the Defenders of Wildlife in relation to the risk of permitting on the island being halted;

      (7) Discussed using discretionary Local Option Sales Tax from District 2 as matching funds to what the Board identifies, and heard comments from Commissioner Underhill regarding his unwillingness to use those funds as he has other more pressing needs in the pockets of poverty in his district; and

      (8) Heard consensus from the Board and staff direction regarding moving forward with the demolition and site preparations aspect of the project (as well as an RFP [Request for Proposals] for the same) and discussed the item being brought back at the next business meeting so that the whole Board could identify and vote on a funding source; and

   B. Board Direction – None.

   COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM

7. Adjourn

   Chairman Barry declared the C/W Workshop adjourned at 10:58 a.m.

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

FEBRUARY 20, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Janice Gilley, County Administrator
Codey Leigh, General Counsel, Clerk and Comptroller's Office
Alison Rogers, County Attorney
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

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

Report prepared by: Krykyt Fisher

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 8:32 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Michelle Gray	Tim Smith	Kevin Wade
Charles Krupnick	Glenn Conrad	Larry Downs, Jr.
Michael Bearden	Melissa Pino	

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 9:00 a.m.

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

FEBRUARY 20, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Janice Gilley, County Administrator
Codey Leigh, General Counsel, Clerk and Comptroller's Office
Alison Rogers, County Attorney
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:03 a.m.

2. Invocation

   Nathan Brown of Ray's Chapel delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

5. Commissioners' Forum:

   A. District 3 – Commissioner May provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments; and

   D. District 5 – Commissioner Barry provided comments.

6. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 17 – February 21, 2020,* as published in the *Pensacola News Journal* on February 18, 2020.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

7. Written Communication – January 15, 2020, communication from Rudnick Development regarding the consideration of rescheduling the public hearing for the Pine Forest Amendment.

Motion: So moved **For information:** The Board discussed working with the applicant to schedule a Public Hearing for the first available meeting after the March 5th meeting.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): William J. Dunaway

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

I. CONSENT AGENDA

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

   A. The Escambia County, Florida, Detention/Jail Commissary Fund Financial Statements and Required Supplementary Information, September 30, 2019;

   B. The Visit Pensacola, Inc., Financial Statements, September 30, 2019, and 2018, as provided by Kimberly Sparks, Director, Finance and Administration, Visit Pensacola; and

   C. The Pensacola-Escambia County Promotion and Development Commission Pensacola, Florida, Financial Statements September 30, 2019, as provided by Philip de Boer, Senior Manager, Audit Services, Saltmarsh, Cleaveland & Gund.

Motion: So moved **For information:** Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

   A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held February 6, 2020; and

   B. Approve the Minutes of the Regular BCC Meeting held February 6, 2020.

Motion: So moved **For information:** Chairman Barry advised that he would entertain a motion for the Clerk's Report.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

I. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearing:

   March 5, 2020

   5:50 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-01 (first of two public hearings)

   Summary: The applicant is requesting to change the Future Land Use designation for a 26.7 (+/-) acre parcel in the 2700 BLK of Blue Angel Parkway from Commercial (C) to Mixed-Use Urban (MU-U).

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-0 with Commissioner Underhill absent and Commissioner Barry abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the Chairman to sign Modification #2 to the Subgrant Agreement between the Division of Emergency Management and Escambia County, regarding Escambia County Fire Rescue's request to extend the Agreement for six months, ending June 30, 2020.

Motion: Move Item 1 in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Interlocal Agreement between the Escambia County Sheriff's Office and Escambia County Public Safety First Responders:

   A. Approve the Interlocal Agreement with the Escambia County Sheriff's Office for one year commencing the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and automatically renewing for successive 12-month terms beginning on January 1st of each calendar year until terminated by either party; and

   B. Authorize the Chairman to sign the Agreement.

Motion: Move item 2 in the affirmative A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

3. Recommendation: That the Board take the following action regarding the Agreement for SUNPASS and TOLL-BY-PLATE Electronic Toll Collection at the Bob Sikes Bridge Toll Plaza:

   A. Approve the Agreement for SUNPASS and TOLL-BY-PLATE Electronic Toll Collection at the Bob Sikes Bridge Toll Plaza between Escambia County and the Florida Department of Transportation; and

   B. Authorize the Chairman to sign the Agreement.

   The Bob Sikes Toll Plaza is located in Commission District 4.

   [Funding: There is no additional funding anticipated for this Agreement; however, costs for the signage and pavement marking upgrades required at the Bob Sikes Toll Plaza for the All Electronic Tolling conversion are anticipated to be approximately $30-40K, which will be funded out of the Bob Sikes Toll Fund.]

Motion: Move A and B in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-1 with Commissioner May voting "no" and Commissioner Underhill absent
Speaker(s): Tim Smith, Larry Downs, Jr., Dianne Krumel

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board schedule a Public Hearing for April 2, 2020, at 5:31 p.m., to consider the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less) as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr., Revocable Living Trust:

   A. Authorize the scheduling of a Public Hearing for April 2, 2020, at 5:31 p.m., to consider the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less) as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr., Revocable Living Trust; and

   B. Require the Petitioner to notify all property owners within a 500-foot radius.

   The real property mentioned in this Petition to Vacate is located in Commission District 4.

Motion: Move it
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

5. Recommendation: That the Board That the Board authorize the buy-back of an additional 16 hours of Annual Leave, in accordance with the included article of the Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the International Association of Firefighters, Local 4131.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

6. Recommendation: That the Board rescind its action of January 23, 2020 (CAR II-6), authorizing the issuance of a Purchase Order to Hondo Enterprises, Inc., of DeFuniak Springs, Florida, in the amount of $49,000, for the removal of the 39-foot shrimp boat "Bay Tiger" that sank in Pensacola Bay on December 9, 2019.

Motion: Motion to drop
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning Workforce Escarosa, Inc. dba CareerSource Escarosa's Four Year Local Plan:

   A. Approve the CareerSource Escarosa Local Workforce Development Board comprehensive Four Year Local Plan as submitted; and

   B. Authorize the Chairman to sign the CareerSource Escarosa Local Workforce Development Board Four Year Local Plan. As required by the Workforce Innovation and Opportunity Act (WIOA), all area Workforce Boards are required to submit a Local Workforce Development Area (LWDA) Plan to the state.

Motion: Move the item A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

8. Recommendation: That the Board authorize the scheduling of a Public Hearing for March 5, 2020, at 5:35 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year 2020 proposed Grant Application by the Mass Transit Department, for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital Expenses.

Motion: Move 8
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

9. Recommendation: That the Board approve the Request for Disposition of Property Form for the Information Technology Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning final approval of Amendment #1 to the RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan:

    A. Approve Amendment #1 to the RESTORE Act Direct Component Multi-Year Implementation Plan; and

    B. Authorize staff to submit Amendment #1 to the Multi-Year Implementation Plan to the U.S. Department of Treasury for approval.

Motion: Accept these, A and B, in the affirmative.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Charles Krupnick and Tony McCray

11. Recommendation: That the Board confirm Commissioner Lumon J. May's appointment of Walker Wilson to the Escambia County Planning Board, to replace William D. Clay, effective February 20, 2020, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

Motion: Move this motion recommending appointing Walker Wilson to the Planning Board
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the authorization for Tax Deed bidding for 133 Diego Circle:

   A. Authorize the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the March 2, 2020, Tax Deed sale for the purpose of acquiring 133 Diego Circle, with an open bid amount of $1,976.28; and

   B. Approve a maximum bid, in the amount of $10,000.

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absen

2. Recommendation: That the Board take the following action concerning sidewalk projects located in the Palafox Redevelopment Area:

   A. Approve the Landes Drive Sidewalk Project, in the amount of $102,628.65, including, but not limited to, approximately 1750 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

   B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of $50,000, and any other related documents necessary to implement the Landes Drive Sidewalk Project.

   [Funding Source: Fund 352, LOST III, CRA Capital Projects, CRA Palafox Redevelopment, Cost Center 220102]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the 2019 Voluntary Cleanup Tax Credit Application to the Florida Department of Environmental Protection:

   A. Rescind the previous action of January 23, 2020, approving and authorizing the Chairman or Vice Chairman to sign the 2019 Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit, for County-owned property at 603 West Romana Street; and

   B. Approve the revised 2019 FDEP Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit, for County-owned property at 603 West Romana Street and ratify the Chairman's signature.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

4. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 734 Alfonso Drive:

   A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Jennie M. Williams, Owner; per the terms and conditions of NED C-R-2020-4, NED CDBG Housing Repair for 734 Alfonso Street, for a base bid of $44,365; and

   B. Authorize the issuance of a Purchase Order.

   [Funding: Fund 129/2016, CDBG Housing Rehab, Cost Center 370227]

Motion: Move that item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board amend its action of October 17, 2019, and December 5, 2019, to increase the annual allocation from $2,000,000 to $4,000,000 on Contract PD 16-17-081, "General Paving and Drainage Pricing Agreement."

   [Fund 175, Transportation Trust Fund; Cost Centers 211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin; Fund 182, Master Drainage Basin Fund; Cost Centers 210719-210736 - Master Drainage Basins I-XVIII; Fund 352, LOST III; Cost Centers 210107 - Transportation & Drainage, & 350229 - Parks Capital Projects; Fund 353, LOST IV; Cost Centers 210106 - Transportation & Drainage, & 350221 - Parks Capital Projects; Fund 167, Bob Sikes Toll Fund; Cost Centers 140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance]

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

6. Recommendation: That the Board take the following action concerning Issuance of a Purchase Order to Lux Solar on State Contract DOT-ITB-20-9034-GH, for Perdido Key Drive Pedestrian Crosswalks:

   A. Authorize the issuance of a Purchase Order, in the amount of $179,350, to Lux Solar on State Contract DOT-ITB-20-9034-GH, for Perdido Key Drive Pedestrian Crosswalks; and

   B. Authorize the County Administrator to sign the Purchase Order.

   This project is located in Commission District 2.

   [Funding Source: Fund 353, Local Option Sales Tax (LOST IV), Cost Center 110102, District 2 Discretionary Funds, Object Code 56301]

Motion: Move the item A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve the funding of $5,000 to the Pensacola Chamber Foundation "USS Tripoli Commissioning," from Commissioner Jeff Bergosh's discretionary money.

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

Motion: Move this forward, $5,000 from my discretionary
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

8. Recommendation: That the Board adopt, and authorize the Chairman to sign, a Resolution [R2020-17] for the conveyance of Dental Equipment as shown on Exhibit A from Escambia County to CAN Community Health, Inc.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

9. Recommendation: That the Board take the following action concerning Amendment #01 to the Professional Services Agreement between the First Judicial Circuit Court Administration, and the Escambia County Board of County Commissioners:

   A. Approve Amendment #01 to the Agreement between the First Judicial Circuit Court Administration, and the Escambia County Board of County Commissioners. This Amendment is to increase the funding provided under the Agreement from $10,000 to $20,000 for transitional housing to the Escambia adult-post adjudicatory drug court program in Escambia County, Florida; and

   B. Authorize the Chairman to sign Amendment #01 to the Professional Services Agreement between the First Judicial Circuit Court Administration, and the Escambia County Board of County Commissioners.

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve the payment to USI Insurance Services, LLC, broker/agent of record, in the amount of $1,633,716, to place commercial property insurance through AmWins Brokerage of Alabama, LLC, for the period of March 1, 2020, through March 1, 2021.

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

Motion: Move to pass it
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

11. Recommendation: That the Board authorize the County Administrator to sign a Purchase Order to Environmental Specialties International, Inc., for Waste Services High Density Polyethylene (HDPE) Line Repair and Maintenance, in the amount of $55,000, per the terms and conditions of the Waste Services HDPE Line Repair and Maintenance Request for Quotations.

    This request for quotations was emailed to 34 registrants in Vendor Registry, on January 6, 2020, representing 20 firms. 13 firms opened and viewed the request for quotations. At closing on January 16, 2020, 3:00 p.m., 3 quotations had been received.

    [Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations; Object Code: 54601, Repairs and Maintenance Services]

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent

12. Recommendation: That the Board adopt the Resolution [R2020-18] approving Supplemental Budget Amendment #051, Gulf Coast Restoration Fund (118), in the amount of $605,000, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #OGC114, and to appropriate these funds to be used for operating and maintenance costs of Innerarity Point Park once the park has been donated to Escambia County.

    (Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

Trust for Public Lands will be donating the property located at 5806 Bob O Link Road (Innerarity Point Park) to Escambia County to provide passive use recreational opportunities for the benefit of the public. This property is adjacent to the Galvez boat ramp to the west. On July 7, 2016, the BCC approved the FDEP Grant Agreement #OGC114 for operating and maintenance costs of Innerarity Point Park. This Agreement provides funding over a 10-year period to assist with expenses. Once the funding runs out, the County will be responsible for on-going park maintenance.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

13. Recommendation: That the Board accept the U.S. Department of Interior, National Park Service Award/Contract, for Order Number 140P5220P0032, to reimburse Escambia County up to $114,000, for the period of May 16, 2020 to September 7, 2020.

The National Park Services (NPS) and the Water Safety Division manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. Water Safety manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and Water Safety continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and Water Safety both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

[Funding: Fund 001, General Fund, Cost Center 330801, Water Safety]

Motion: Move this item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Indefinite Quantity, Indefinite Delivery Agreement for Roadway Materials Pricing, retroactive to October 31, 2019, with the following vendors:

    A. Roads, Inc. of NWF;
    B. Panhandle Grading and Paving, Inc.; and
    C. Midsouth Paving, Inc.

Funding Source	**Amount**	**Contract Number**
Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects;	$850,000	**Contract PD 17-18.096.**
Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301;	$50,000	
Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301;	$300,000	
Fund 401, Solid Waste Management, Cost Center 230309 [Closed Landfills], Object Code 55301	$50,000	
Fund 401, Solid Waste Management, Cost Center 230314 [Operations], Object Code 55301	$200,000	
Fund 401, Solid Waste Management, Cost Center 230315 [Projects], Object Code 56301	$500,000	

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve the Agreement between Escambia County, Florida, and Copy Products Company d/b/a CPC Office Technologies, for copiers, supplies and maintenance for a period of 60 months and includes a Termination for Convenience clause, at a monthly amount of $1,870.72 for the lease of the units, and estimated $1,686.50 monthly for the cost of supplies and maintenance, for a total estimated monthly cost of $3,557.22, and 60-month estimated cost of $213,433.20; and

B. Authorize the County Administrator to sign the Lease Agreement and any Purchase Orders in excess of $50,000.00.

[Funding: Fund 001, General Fund; Cost Center 290401, Detention; Object Code 54401, Rentals & Leases - $1,870.72
Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies - $1,686.50 estimated
Estimated Monthly Total - $3,557.22
Estimated 60-month total: $213,433.20]

Specification PD 18-19.101, Corrections Copiers was posted on Vendor Registry beginning on August 23, 2019, and was issued to 50 Registrants representing 29 Firms. The solicitation was viewed by 31 firms and downloaded by 23. Bid responses were received from six firms, two of which were deemed non-responsive; one for not providing an original signature on their submission, and one for not providing the required Bid Bond with their response. Of the four responsive firms, Copy Products Company d/b/a CPC Office Technologies was determined to be the lowest responsive bidder.

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

A. Approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for total on gross revenue of 51% as negotiated, with an effective date of April 1, 2020;

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

B. Authorize the County Administrator to sign the Agreement for Secure Release between Escambia County, Florida, and Keefe Commissary Network, LLC, authorizing the County to issue available inmate trust fund balances to the inmate at time of release; and

C. Authorize the County Administrator to sign the Payment Services Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, authorizing the firm to handle certain cash and payment processing services on behalf of the County as it relates to the Inmate Commissary and Banking services.

[Funding: Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301; and Fund 175, Transportation Trust Fund; Revenue Account 342302]

Solicitation PD 18-19.102, Inmate Commissary and Banking Services, was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

Motion: Move that we bring this to the first meeting in March
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent

17. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreements, per the terms and conditions of solicitation PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks for Escambia County Parks and Recreation, for a period of one year, with options for up to two additional one-year renewals at the estimated amounts noted for each:

A. Agreement for Zone 1 to Total Landscape Service Inc., in the weekly amount of $861.25; annual estimate of $34,450;

B. Agreement for Zone 2 to Emerald Coast Grass Company, LLC, in the weekly amount of $930; annual estimate of $37,200;

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

C. Agreement for Zone 3 to Rhett James Landscaping, Inc., in the weekly amount of $1,325; annual estimate of $53,000;

D. Agreement for Zone 4 to Safe Lawn, Inc., in the weekly amount of $800; annual estimate of $32,000;

E. Agreement for Zone 5 to Coastal Landscaping & Maintenance, Inc., in the weekly amount of $900; annual estimate of $36,000;

F. Agreement for Zone 6 to Gulf Coast Environmental Contractors, Inc., in the weekly amount of $804; annual estimate of $32,160;

G. Agreement for Zone 7 to South Baldwin Sports Turf, LLC, in the weekly amount of $1,440; annual estimate of $57,600;

H. Agreement for Zone 8 to Greenview Turf Maintenance, Inc., in the weekly amount of $1,305; annual estimate of $52,200; and

I. Agreement for Zone 9 to Gulf Coast Environmental Contractors, Inc., in the weekly amount of $3,137.50; annual estimate of $125,500.

The annual estimate is for 40 weekly mowing services, making the total for this project not to exceed $460,110.

This solicitation was issued to 154 registrants in Vendor Registry representing 125 firms, 40 firms viewed the solicitation and 33 firms downloaded the solicitation. 15 bid responses were received.

[Funding:
Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services, Project #: 19PR0409 and 19PR819; and
Fund 108, Tourist Promotion; Cost Center 360101, Tourist Promotion; Object Code 53401, Other Contractual Services]

Motion: Approve Item 17 A through H for a term of one year with no option years, Item I just as written, contract year and then two additional option years
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board take the following action concerning annual Software Maintenance Renewal, in excess of $25,000, for Kronos Timekeeping:

    A. Approve usage of U.S. Communities (Omnia Partners) Cooperative Agreement 18220 with Kronos, Inc., effective March 18, 2019; and

    B. Authorize the County Administrator to sign a Purchase Order, in the amount of $35,067.22, to Kronos, Inc.

    [Funding: Fund 001, General Fund, Cost Center 270102, Information Technology $35,067.22]

Motion: Move the item in the affirmative A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

    A. Approve the Order Form and authorize the County Administrator to execute the form providing a three-month extension of the Agreement for Citizen Relationship Management Software Services with Accela, in the amount of $9,259.45, for a term expiring on March 31,2020;

    B. Authorize the Department, in conjunction with the Office of Purchasing, to issue a Purchase Order as required; and

    C. Authorize the Department to send Accela a notice of termination of the Agreement for Citizen Relationship Management Software Services, effective April 1, 2020.

    [Funding: Fund 001, General Fund, Cost Center 270102, Object Code 54601]

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Approve the renewal of the Agreement for Support and Maintenance Services with PC Specialists, Inc. D/B/A Technology Integration Group, for Cisco SMARTnet, Specification No.: P.D. 15-16.009, in the amount of $100,978, for the final 12-month renewal term; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue a Purchase Order as required.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 54601]

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent

21. Recommendation: That the Board take the following action concerning the Master Plan Solicitation for Midtown Commerce Park, Iron Triangle, and McDonalds Shopping Center properties:

A. Approve the Scope of Work for the Master Plan Solicitation for the Midtown Commerce Park, Iron Triangle, and McDonald Shopping Center properties; and

B. Authorize staff to proceed with the solicitation for Request for Qualifications (RFQ).

[Funding is available in Fund 352, Cost Center 220102, NESD Capital Project 15NE3403, Palafox Commerce Park; Fund 102, Cost Center 360704, Economic Development Operating; and Fund 001, Cost Center 141002, McDonald Property Leases]

Motion: So moved for A and B
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board take the following action concerning a Strategic Organizational Assessment of County Procurement Processes:

A. Acknowledge the need for a Strategic Organizational Assessment of County Procurement Processes; and

B. Authorize the County Administrator to proceed with selecting and contracting with a consultant to perform a Strategic Organizational Assessment of County Procurement Processes.

[Funding: The County Administrator will work with the budget office to determine the appropriate funding source for this assessment.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

A. The King Richard Foundation, Inc., in the amount of $1,000; and

B. Christian Surfers, in the amount of $2,000.

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

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

Motion: Approve the two items on the agenda today and the Board will not agenda any further LETF requests until a strategy for use of LETF funds has been discussed with the Sheriff
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board take the following action regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

   A. Authorize the purchase of real property located in the 7600 block of Winodee Drive (approximately 5.23 acres), for $108,208.70, which is the Board's approved purchase price for the Carpenter's Creek Riparian Preservation project;

   B. Approve by super-majority vote, or deny the Contract for Sale and Purchase for the acquisition of real property located in the 7600 block of Winodee Drive (approximately 5.23 acres) from Gulf Timberlands, Inc., for $108,208.70, for the Carpenter Creek Riparian Preservation project;

   C. Accept, for information, the Public Disclosure of Interest Form provided by Gulf Timberlands, Inc.;

   D. Authorize the County Administrator to execute an IRS Form 8283, subject to Legal sign-off; and

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

   The real property is located in Commission District 4.

   [Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

Motion: Approve A through E
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board take the following action concerning funding for Perdido Key beach access #4 located at 16477 Perdido Key Drive:

   A. Authorize staff to proceed with procurement of a contractor to initiate site preparation work to include removal of existing asphalt and debris, red clay, and replacement with beach-quality sand;

   B. Identify a funding source, in the amount of $228,208, in support of this project phase; and

   C. Authorize the execution of a Budget Amendment in support of this project with the approved funding source.

Motion: Allocate $228,208 from TDT [Tourist Development Tax] toward completion of the project **For information:** The Board agreed that if the $228,208 did not complete the entire project then they would come back for additional funding.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Michael Bearden, Tim Smith, Anita Feliciano, Larry Downs, Jr., William J. Dunaway, Randy Cudd, Kevin Wade, Melissa Pino, Glenn Conrad, Dianne Krumel, and Antonio Caprario

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board authorize the scheduling of a public hearing on Thursday, March 5, 2020, at 5:36 p.m. to consider an Ordinance amending Chapter 100, Article I, Sections 100-1 through 100-6 establishing the Escambia-Pensacola Human Relations Commission.

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board authorize the rescheduling of a public hearing from Thursday, March 5, 2020 at 5:31 p.m., to Thursday, June 4, 2020, at 5:31 p.m. to consider an Ordinance creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

Motion: Move I-2
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

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

   A. Approve the settlement reached during mediation for the sum of $50,000.00 to be paid to Edward Shelby as Personal Representative of the Estate of Martin Detzel in exchange for the execution of a general release and stipulation of dismissal with prejudice; and

   B. Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

4. Recommendation: That the Board authorize the scheduling of a public hearing on Thursday, March 5, 2020, at 5:37 p.m. to consider an Ordinance amending Chapter 58, Article IV, Sections 58-95 and 58-97 relating to Fair Housing to accurately reflect the current name of the Commission that is vested with the authority to act as the Fair Housing Board.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

5. Recommendation: That the Board approve and authorize the Chairman to sign the Taxing Authority Memorandum of Understanding (MOU), allowing for an arrangement among the Property Appraiser, the Tax Collector and Escambia County that addresses the retention of a vendor to assist with identification of homestead fraud and for the vendor to be compensated from recouped tax proceeds.

Motion: Move the Item number 5 of the County Attorney's Report.
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner Underhill absent and Commissioner Bergosh temporarily out of Board Chambers

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

   A. Approve a settlement reached during mediation for the sum of $85,000.00 to be paid to Escambia County in exchange for the mutual execution of general releases by and between Escambia County and Spirit Solutions, Inc. and Spirit, Inc.; and

   B. That the Board authorize the County Attorney's Office to execute a settlement and release agreement which provides for payments to be made by Spirit Solutions, Inc. and Spirit, Inc. to Escambia County on a monthly basis until the full settlement payment is made and that the litigation remain stayed so as to allow enforcement of the payment schedule.

Motion: Move Item 6, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

   A. Rescind the previous Board action of December 5, 2019, to approve and authorize the County Administrator to execute the Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services, between Escambia County, Florida and Innovative Transport and Logistics Solutions, LLC in the amount of $200,000 for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019; and

(Continued on Page 26)

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

7. Continued…

B. Approve and authorize the Chairman to execute the Amendment to Agreement for Paratransit Transportation Services (PD 16-17.068) between Escambia County, Florida and Innovative Transport and Logistics Solutions, LLC to increase the contract amount by $200,000 for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements effective October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

8. Recommendation: That the Board approve and authorize the Chairman to execute the Agreement allowing for the use of certain buildings on Baptist Hospital property for Escambia County Fire Rescue training purposes.

Motion: I'll make the motion
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

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

   A. Interpret its Daily Convo, LLC, EDATE ordinance to require the expiration of the exemption upon the conveyance of the property and authorize the County Attorney to send a letter to the new owner alerting them of the ordinance terms and schedule a public hearing for April 2, 2020 at 5:34 p.m., to consider an ordinance repealing the exemption;

   OR

   B. Interpret its Daily Convo, LLC, EDATE ordinance to allow the exemption to remain in effect regardless of the transfer of ownership and authorize the County Attorney to send letters to the Property Appraiser and the new owner indicating the exemption shall remain in place.

Motion: Move B
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

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

   A. Accept the settlement proposal made by the Teramore Petitioners as outlined in the amended June 25, 2019 letter and hard copy of emails, consider the Teramore Administrative Appeal to the BOA as granted, and allow the construction of a Dollar General store so long as the development review process is satisfied;

   OR

   B. Reject the settlement proposal made by the Teramore Petitioners and allow the order of Judge Burns granting enforcement to stand and take no further action.

Motion: Move to drop it **For information:** The Board discussed dropping this item and bringing it back when Commissioner Underhill is available to weigh in on the item.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Larry Downs, Jr. and Michael Bearden.

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

3. Recommendation: That the Board approve and authorize the Chairman to sign, subject to legal sign-off, the Letter of Agreement (LOA) between Escambia County and the Sun Belt Conference (SBC), to provide for a five-year arrangement for hosting of the SBC basketball championship tournaments, with a possibility of a two-year extension.

Motion: Move it **For information:** County Attorney Rogers advised the Board of two verbal edits to the Letter of Agreement. In Paragraph 2, the Sunbelt Conference is requesting that the decision regarding the two year extension be made following the 2022 tournament, not the 2023 tournament. The other item is a request from Visit Pensacola that the Sunbelt Conference has agreed to, which is including a Paragraph 6-K to indicate that promotion and marketing related to Visit Pensacola for the Conference tournaments would be included within that $250,000 from Escambia County and its community partners. The Board gave direction to County Attorney Rogers to negotiate with the Conference certain points of the contract but if changes are unable to be made, they would proceed with the contract as is.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Ray Palmer

III. FOR INFORMATION

1. Recommendation: That the Board accept the following information:

   On January 29, 2020, Arbitrator Daniel R. Saling issued a Final and Binding Arbitration Award upholding the termination of the grievant, and dismissing the grievance initiated by the Florida Police Benevolent Association (FPBA).

Disposition: No action taken

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board adopt the Proclamation expressing its appreciation and gratitude to Retired Lieutenant General Charles H. Pitman for outstanding service to United States of America and for bringing honor and dignity to the Community, and Escambia County, Florida.

Motion: Move this forward
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent
Speaker(s): Pete Southerland

2. Recommendation: That the Board approve funding $2,500 to Pink Ribbon Pensacola, Inc., for the Pink Ribbon Tennis Tournament on May 1 & 2, 2020, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

Motion: "It is for the Funding for the Pink Ribbon Pensacola Breast Cancer Tennis Tournament, $2,500 from my discretionary. That's my motion."
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill absent

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 12:56 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 5, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17524 **Growth Management Report 14. 1.**
BCC Regular Meeting
Meeting Date: 03/05/2020
Issue: Review of Rezoning Cases Heard by the Planning Board on February 4, 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 4, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 4, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-01 and Z-2020-02 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2020-01**
Address:	7000 BLK Pine Forest Road (off)
Property Reference No.:	24-1S-31-4302-000-000
Property Size:	4.95 (+/-) acres
From:	Com, Commercial District (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Kader, Inc., Owner
Planning Board Recommendation:	Approval

Speakers:	Buddy Page, Larry Downs, Jr.
2. Case No.:	***Z-2020-02***
Address:	11545 Sorrento Road
Property Reference:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	2
Requested by:	Curtis and Kelli Sumrock, Owners
Planning Board Recommendation:	Approval
Speakers:	Curtis Sumrock, Chris Dosev, Melissa Pino, Brian Barr, Michael Russo, Karen Sindel, Carole Tebay, Medora Mullins, Larry Downs, Jr., Suzanne Wells, Jennifer Powell, William McLendon,

BACKGROUND:

The above cases were owner initiated and heard at the February 4, 2020, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2020-01

Z-2020-02

Z-2020-01

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-01
Applicant: Wiley C. "Buddy" Page, Agent for KaDer, Inc., Owner

Address: 7000 Blk Pine Forest Rd
Property Size: 4.95 (+/-) acres
From: Com, Commercial (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of February 2020, commencing at approximately 8:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — At District 1
TIM PYLE, Vice Chairman — District 2
ERIC FEARS — District 4
GARY SAMMONS — At-Large
STEPHEN OPALENIK — Navy Representative
PATTY HIGHTOWER — School Board

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney
HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
ANDREW HOLMER

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P R O C E E D I N G S

THE CHAIRMAN: Good morning, everyone. I hereby call to order the Escambia County Planning Board quasi-judicial rezoning hearings for February 4th.

We have a quorum, and we have both of our School Board and Navy representatives here with us as well.

At this time I'd like to ask everyone to please stand for the Pledge of Allegiance.

MR. JONES: Mr. Chairman, if I may, I do have an email from Mr. Reed Rushing stating he will not be in attendance today.

THE CHAIRMAN: Okay. Thank you.

(Pledge of Allegiance recited.)

THE CHAIRMAN: Let the record reflect that Mr. Rushing sent in a letter concerning his absence for today.

At this time, staff members, do we have proof of publication of the meeting?

MS. LINDSAY: Yes, we do.

THE CHAIRMAN: Okay. And does that publication meet all of the legal requirements?

MS. LINDSAY: Yes, it does.

THE CHAIRMAN: Okay. Chair will entertain a motion to accept the legal and the advertisements.
MR. PYLE: So moved.
MR. FEARS: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
All right. You've been previously provided meeting minutes from the last meeting.
Are there any additions, deletions or corrections to those meeting minutes?
(No response.)
THE CHAIRMAN: Hearing none, Chair will entertain a motion to accept.
MR. PYLE: So moved.
THE CHAIRMAN: Second?
MR. FEARS: Second.
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?

(No response.)
THE CHAIRMAN: Motion carries.
Board members, you've been previously provided the rezoning hearing package for February 4th, with the findings of fact.
Chair will now entertain a motion to accept that rezoning hearing package, the findings of facts, and the legal advertisement into evidence.
MR. PYLE: So moved.
MR. FEARS: Second.
THE CHAIRMAN: Motion and second.
All those in favor?
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
The rezoning hearing package, with the findings of facts and the legal advertisement will be marked and included in the record for all of today's cases.
At this time, we'll ask our court reporter to please swear in the members of staff that will be giving testimony.
(All staff members sworn.)

THE CHAIRMAN: All right. Thank you, sir.
Board members, all of these individuals have been previously qualified to offer expert testimony in the area of land use and planning.
Do any of you have any questions regarding their qualifications or their ability to offer expert testimony?
(No response.)
THE CHAIRMAN: Hearing none, let the record reflect that these individuals will be noted as experts in the area of land use and planning for all of today's cases.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.
These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law. However, they are less formal.
All testimony will be given under oath, and anyone testifying before the Planning Board will be subject to cross-examination. All documents and exhibits that the Planning Board considers will be entered into evidence and made

part of the record. Opinion testimony will be limited to experts. Closing arguments will be limited to the evidence in the record.
Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.
Each individual who wishes to address the Planning Board must complete a speaker request form. They are located at the back of our chambers. Please turn them in to the staff members if you wish to speak.
Please note that only those individuals that are present today and give testimony on the record will be allowed to speak at the subsequent Board of County Commission meeting.
No new evidence can be presented at the BCC meeting. Therefore, all testimony and evidence must be presented today.
The Planning Board will provide a recommendation for each rezoning request to the BCC. They will then review the testimony, documents, exhibits, consider the closing arguments, and make a final decision. All decisions by the BCC are final.

Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the BCC either approves or rejects the recommended order from the Planning Board.

All written or oral communications outside of this hearing with members of the Planning Board are considered ex parte communications.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution 96-13.

As each case is heard, the Chair will ask that any board members who have been involved in ex parte communications please identify themselves and describe that communication.

The rezoning criteria. As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendations to BCC shall include consideration of the following approval conditions.

(Approval conditions recited.)

THE CHAIRMAN: At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff to do

their presentation.

The zoning maps, photographs -- and we're making a slight change this year. We're going to allow the staff to give their full findings of facts up front so that we have a basis of what laws we're looking at and what statutes are involved.

Then we will hear from the applicant and any witnesses that they may wish to call. And then we will hear from members of the public who have completed a speaker request form.

Okay. We have a large crowd today. We have quite a few items on the agenda. We are going to have time limits in place on speakers.

Please be concise. If you're going to speak on a topic, it's very important that what you're saying is pertinent to our decision. Okay.

Sometimes when we start talking about rezonings and things, folks want to talk about stormwater, and traffic, and things that we do not have any control of in this board.

Remember, we only can vote on those criteria which we just presented on the board. So if it's anything outside of that, there's

another meeting, another place for that, which would be the Development Review Committee and that process there, which Horace can explain later.

We have to be out of this room -- there's a Special Magistrate that comes in later today. He has the room reserved. And I believe that's at 1:00. Okay. So please keep your comments concise and clear.

All right. We're going to go directly into our rezoning requests. We have two cases to be heard today.

The first rezoning application for consideration is Case Z-2020-01, Clint Geci, agent for Kader, Incorporated, the owner, 7000 block of Pine Forest Road, 4.95 plus-minus acres.

Commercial, 25 dwelling units an acre to HC/LI-NA which is the heavy commercial, light industrial district, prohibiting the subsequent establishment of microbreweries, microdistilleries, microwineries, bars, nightclubs or adult entertainment uses.

Okay. Before we go into the case, members of the Board, has there been any ex parte

communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public prior to this hearing?

I'll also ask that you disclose if you have visited the subject property, and if you are a relative or business associate to any of the parties.

MS. HIGHTOWER: Good morning.

No to all the above.

THE CHAIRMAN: Thank you, Patty.

MR. SAMMONS: No.

THE CHAIRMAN: All right. Thank you.

MR. PYLE: No to all. Familiar with the property.

THE CHAIRMAN: All right.

Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

THE CHAIRMAN: Okay. And I've noticed that Steve, our Navy representative, has stepped out of the room briefly. We'll get him on the record when he comes back in.

Okay. Staff, on this hearing, was notice sent to all interested parties?

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MS. LINDSAY: Yes, sir, it was.
THE CHAIRMAN: Was it also correctly posted on the subject property?
MS. LINDSAY: Yes, sir, it was.
THE CHAIRMAN: Do we have our sound person in here? We're getting a lot of feedback.
MR. JONES: And, Mr. Chairman, while they're doing that, I do want to -- And I know I want to recognize Ms. Karen Sindel, a longtime Planning Board member, who worked with Mr. Briske for many years. So I want to recognize her.
MS. SINDEL: Thank you.
THE CHAIRMAN: Good morning.
MS. SINDEL: Good morning.
THE CHAIRMAN: That's right. Good morning and welcome.
Okay. At this time, like I said, we're changing up our format just a little bit, where the staff will be doing their pictures and their presentation first. And then we'll hear from the applicant. So who's presenting on behalf of staff. Allyson? Okay.
MS. LINDSAY: Allyson Lindsay, urban planner for Development Services.

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First off, I'd like to ask the board if they would accept this as another affidavit of power of attorney for the project.
The owner has signed to let Mr. Buddy Page be the agent, who is here. And so if you would accept this, and then we can substitute this in the packet for the Board of County Commissioners.
THE CHAIRMAN: Okay. So the original agent was going to be client Clint Geci. And now it's Mr. Buddy Page.
MS. LINDSAY: Yes, sir.
THE CHAIRMAN: And the Chair will entertain a motion to accept.
MR. PYLE: So moved.
MR. FEARS: Second.
THE CHAIRMAN: Motion and second.
All those in favor say "aye."
(Chorus of "ayes.")
MR. JONES: Mr. Briske, did you want to say that we're going to make a correction on the top sheets going forward for the GMR, so the record can be clear.
THE CHAIRMAN: Okay. Has the correction been provided to the agent or the owners, or is

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this just a minor change?
MS. LINDSAY: This is an actual form that the owner had to sign to allow Mr. Page to be their agent. So this will replace the one that is in there for Mr. Geci.
THE CHAIRMAN: Okay. All right. Very good. Okay. Steve, I'm sorry. While you were gone, we went through our quasi-judicial.
Do you have any outside ex parte communication on any of -- well, this case particularly? Have you visited the subject site or are you a relative or business associate of any of the parties?
MR. OPALENIK: I'm aware of the site. That's no to all.
THE CHAIRMAN: Okay. Thank you, sir.
All right. So at this time, Allyson, we'll let you go ahead and start presenting.
MS. LINDSAY: Okay. This is the address, 7000 block Pine Forest Road. And it's changing the zoning from -- it's requesting to change the zoning from commercial to HC/LI-NA.
So on the first . . . on the first criterion 1, consistent with Comprehensive Plan, the proposed amendment to HC/LI-NA IS consistent

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with the future land use of mixed-use urban. And mixed-use urban does allow for a mix of residential, nonresidential, and some public and civic uses.
The criterion B, consistent with the Land Development Code. The proposed amendment is consistent with the intent and purpose of the Land Development Code.
Parcel is currently wooded and vacant, surrounded by commercial uses, public land, and residential. The proposed zoning allows for light manufacturing, limited to the confines of a building not to --
THE CHAIRMAN: Excuse me, Allyson.
MS. LINDSAY: Yes.
THE CHAIRMAN: Horace, can we have someone follow along on the screen with the presentation?
MS. LINDSAY: Yes.
THE CHAIRMAN: Just so members of the public can see everything.
Thank you.
Allyson, you're going to have to walk and chew gum at the same time, I think.
MS. LINDSAY: Okay. I'll try.

MR. JONES: Mr. Lemos is going to work the maps.

THE CHAIRMAN: All right. Juan to the rescue.

MR. JONES: He's better at pushing buttons than me.

MS. LINDSAY: I'm going to back up. And I think I'm going to do the maps first and the pictures, since I seem to have forgotten that first.

See, I still can't chew gum and walk at the same time.

THE CHAIRMAN: Throw you a curve ball by doing it a little differently today, but we're trying to be more efficient.

MS. LINDSAY: So this is the location map of the parcel off of Pine Forest Road.

And then this is the zoning map showing the current zoning of commercial surrounded by HC/LI, HC/LI-NA, commercial, and HDMU, and public.

And then the future land use map currently is mixed-use urban, surrounded by mixed-use urban, commercial, and public FLU.

The existing land use map, showing the

parcel surrounding the subject property.

And the aerial map showing the site with the red outline.

Here's the public notice signs posted on site off of Nathan Road.

And this is the second sign that's posted along Pine Forest Road.

This is looking north into the Nathan Road sign.

This is looking from Nathan Road looking northwest.

This is from the parcel looking east.

This is looking south on Nathan Road from the property.

And this is looking east from Pine Forest Road.

I was in B for LDC. So the proposed zoning, it allowed for the light manufacturing, limited to the confines of a building.

And the second parcel is adjacent to HC/LI and HC/LI-NA parcels.

And if granted, the subject property will be an expansion of the current HC/LI property that's adjoining the subject parcel to the northwest.

Access will be off of Pine Forest Road. The parcel is under unified ownership by the applicant for the parcel to the northwest. And it's not yet been combined, but I think they're in the process of combining the two properties.

Criterion C, compatible with surrounding uses. The proposed amendment is compatible with the surrounding existing uses in the area.

Within the 500-foot impact area, there were districts that were commercial, public, HC/LI, HC/LI-NA, and HDMU.

The request to HC/LI-NA is to allow for the same use as the adjoining site of the parcel to the northwest, to allow an expansion of the 3.4, plus or minus, acre parent site -- HC/LI parcel -- sorry -- site to the west.

To the south and adjacent to the subject parcel that are single-family homes, which access -- single-family homes which access Nathan Road. They aren't a platted subdivision.

The primary access from the subject parcel will only be off of Pine Forest Road and the existing buffer along the southern portion of the property -- a requirement for any commercial activity that's adjacent to residential. And at

site plan review, that will be one of the things that they review.

Criterion D, appropriate with spot zoning. The parcel is not considered to be spot zoning, due to the fact that the same zoning exists and is adjoining the property to the north and the west of the subject property.

Appropriate for changed conditions. The land use or development conditions within the area surrounding the parcel of the zoning have not changed since 2014, when there were two parcels to the north of the subject property that were rezoned from R-1 to C-2-NA, when they were adjacent to the HC/LI.

The rezoning request for the rezoning to HC/LI-NA is in keeping with the existing HC-LI on the adjacent parcel. And the request will allow for the applicant to use the parcel as a continuation of his parcel adjoining to the northwest.

And that concludes staff's findings.

THE CHAIRMAN: All right. Thank you.

Board members, any questions at this point for staff?

(No response.)

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THE CHAIRMAN: All right. Mr. Page. Good morning, sir. Please be sworn in and then state your name and address for the record.

WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir.

MR. PAGE: Thank you, Mr. Chairman. Buddy Page, 5337 Hamilton Lane in Pace, representing Geci Engineering and Superior Granite, the applicant whose application is being reviewed by the board this morning.

THE CHAIRMAN: Mr. Page, before you go on, I have the quasi-judicial questions to ask you. Mr. Page, have you received a copy of the rezoning hearing package and the findings of fact?

MR. PAGE: Yes, sir.

THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and

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policies of that plan, and is not in conflict with the Land Development Code?

MR. PAGE: I do.

THE CHAIRMAN: Thank you, sir. Please proceed.

MR. PAGE: Mr. Chairman, the application as you've heard reviewed by staff this morning, it appears that all five of the items, the applicant is consistent with and substantially in compliance with the findings of the staff. And, Mr. Chairman, I'm just wondering, based upon your earlier comments about your lengthy agenda today, do we have any speakers for this?

THE CHAIRMAN: Yes, sir, we do have one speaker. Mr. Page is alluding to is that sometimes when the applicant and the staff are in agreement on the findings and they are all in compliance or consistent with the code, we do an expedited approval, as long as there's no one from the public present to speak. But we do have a speaker signed up on this one, so . . .

MR. PAGE: Okay. Mr. Chairman, I think I

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would add at this point, then, I think the general concern for the neighborhood has been the southerly access, as mentioned earlier by the staff. The owner of the property has no intention of having an access -- permanent access to the south. That accessway will be gated off. And, of course, the major reason for that not only is just the concern about the neighbors, but the county has an obvious ordinance against allowing commercial traffic to enter in through a neighborhood to gain access to a commercial site. So in order to be compliant with that, at the Development Review Committee meeting, which is actually where it will be addressed, there will be an affirmation made at that meeting that that connection will not be allowed by way of a gated and locked gate to the south. But other than that, as the staff has already indicated, access to this piece will be by an existing piece owned by the owner, which goes out west and connects into Pine Forest Road. Access from that, transportation concerns

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in terms of turning movements, peak hour, peak direction, those types of things will be addressed by the engineers at that Development Review Committee meeting. So, Mr. Chairman, I would assert here, too, that we feel like we are consistent with items A, B, C, and D. The staff has affirmed that, based upon their review and the findings. And we would ask the board's consideration to approve it, based upon those findings.

THE CHAIRMAN: All right. Thank you, Mr. Page. Any questions for Mr. Page at this time?

(No response.)

THE CHAIRMAN: All right, sir. If you'll stand by, we'll give you a chance for a closing, if necessary.

MR. PAGE: Thank you.

THE CHAIRMAN: Okay. We're now going to go into the public comment portion of the meeting. And this will be for this meeting as well as all the other ones that we do today. But we have to read it because we're in quasi-judicial. For those members of the public who wish to speak on this matter, please note

that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code.

During our deliberations, the Planning Board does not consider general statements of support or opposition.

Accordingly, please limit your testimony to the approval conditions and exceptions in 2-7.2, which are on the board as well.

Please also note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the hearing before the BCC.

Mr. Larry Downs. Please be sworn in, state your name and address for the record, sir.

- - -

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

- - -

MR. DOWNS: I just wanted to get on the records, in case some shenanigans goes down at the next meeting.

But I am in agreement that this -- that this property meets all the criteria to approve

the rezoning.

And also I'd just like to say, because it was mentioned in this one, you know, that the citizens have the burden of proving their property rights.

I think -- I think that's backwards. I think the county should have the burden of proving we don't have property rights.

Thank you.

THE CHAIRMAN: Thank you, Mr. Downs.

All right. That's the only speaker request forms that have been filled out on this.

Is there anyone else from the general public that has not already spoken that wishes to speak on this case?

(No response.)

THE CHAIRMAN: Are there any in there for number one, Juan?

(No response.)

THE CHAIRMAN: Okay. Mr. Thompson. Fred Thompson. Are you wishing to speak on this case or are you on Planning Board -- you had 2019-01.

MR. THOMPSON: Yes.

THE CHAIRMAN: Regular Planning Board meeting? Okay.

So that will go over here.

And Ms. Pino, same thing?

MS. PINO: Yes.

THE CHAIRMAN: Okay. All right. Thank you.

With that, we have no more speakers. I will hereby close the public comment portion for this hearing.

Mr. Page, did you wish to add anything at this time?

MR. PAGE: No, sir.

THE CHAIRMAN: All right. He's indicated no.

Chair will entertain a motion.

MR. SAMMONS: Move to approve.

MR. PYLE: Second.

THE CHAIRMAN: Motion to approve and a second.

Does your motion include accepting the findings of facts and the applicant's testimony?

MR. SAMMONS: Yes.

THE CHAIRMAN: All right. Thank you.

And second?

MR. PYLE: Second.

THE CHAIRMAN: Second stands.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor, please indicate "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Against?

(No response.)

THE CHAIRMAN: All right. Motion carries unanimously.

Thank you, Mr. page.

(Hearing concluded at 9:00 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **6. A.**

Meeting Date: 02/04/2020
CASE : Z-2020-01
APPLICANT: Clint Geci, Agent for Kader, Inc., Owner
ADDRESS: 7000 Blk Pine Forest Rd (off)
PROPERTY REF. NO.: 24-1S-31-4302-000-000
FUTURE LAND USE: MU-U, Mixed-Use Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 03/05/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: Com, Commercial district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize
development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development). .

FINDINGS

The proposed amendment to HC/LI-NA is consistent with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The **Commercial (Com)** district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are

limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
See also conditional uses in this district.

(5) Recreation and entertainment.
a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities.
Carnival-type amusements shall be at least 500 feet from any residential district.
Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
c. Marinas, private and commercial.
d. Parks, with or without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S.
a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
b. Marinas, industrial.
c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.
See also conditional uses in this district.

(7) Agricultural and related.
a. Food produced primarily for personal consumption by the producer, but no farm animals.
b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
c. Veterinary clinics, excluding outside kennels.
See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
b. Building or construction trades shops and warehouses, including on-site outside storage.
c. Bus leasing and rental facilities, not allowed within MU-S.
d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.
f. Outdoor sales.
g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
h. Parking garages and lots, commercial, not allowed within MU-S.
i. Sales and outdoor display of prefabricated storage sheds.
j. Self-storage facilities, including vehicle rental as an accessory use

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is currently wooded and vacant, surrounded by commercial uses, public land and residential. The proposed zoning allows for light manufacturing limited to the confines of buildings, not to produce undesirable effects on other property. The subject parcel is adjacent to HC/LI parcels and if granted, the subject parcel will be an expansion of the current HC/LI property adjoining the subject parcel to the northeast. Access will be off of Pine Forest Rd.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the area. Within the 500 radius impact area, staff observed properties with zoning districts Com, Pub, HCLI, HC/LI-NA, HDMU. The request to HC/LI-NA is to allow the same use as the adjoining site parcel to the northwest, to allow an expansion of the 3.4 (+/-) acre; HC/LI parcel site to the west. To the south and adjacent to the subject parcel, there are many single-family homes which access Nathan Road. The primary access for the subject property is off Pine Forest Rd, and the existing buffering along the southern portion of the property is a requirement for

any commercial activity adjacent to residential, which will be reviewed at the time of Site Plan Review.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

FINDINGS

The parcel is **not** considered as spot zoning due to the fact that the same zoning exists and is adjoining the property to the north and west of the subject property.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

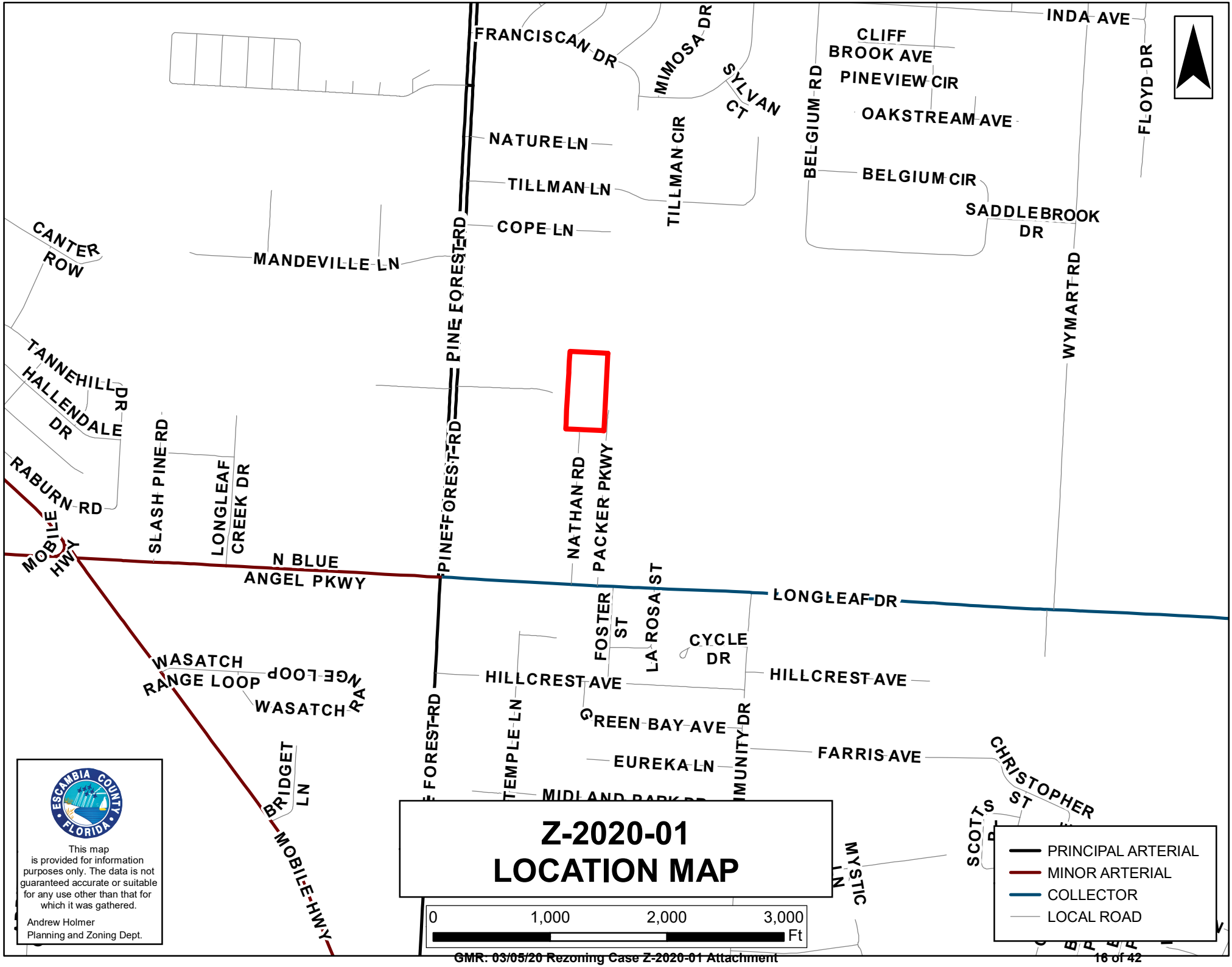
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. The request to rezone to HC/LI-NA is in keeping with the existing HC/LI on the adjacent parcels and the request will allow the applicant to use this parcel as a continuation of his parcel adjoing to the northwest.

Attachments

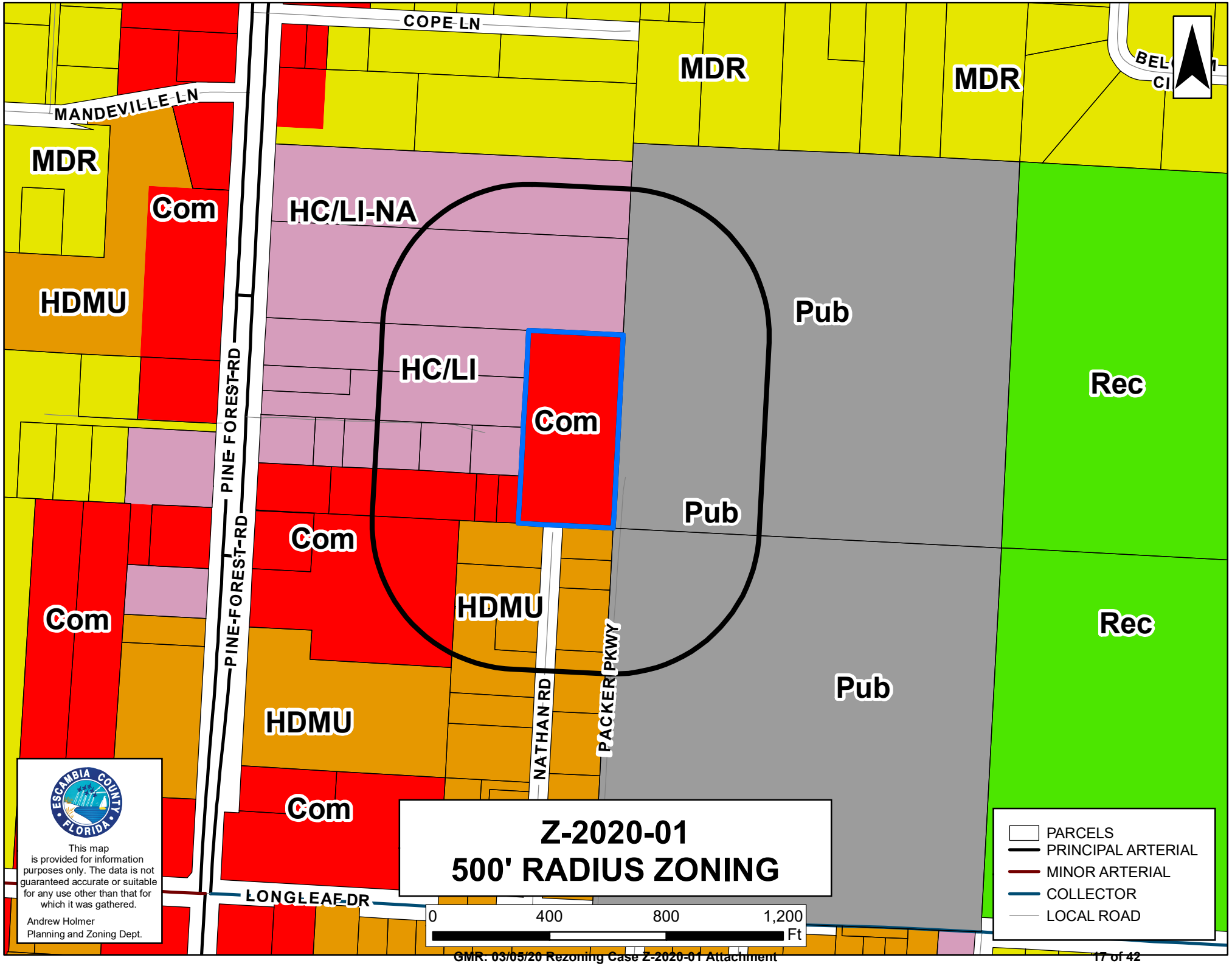
Working Case File

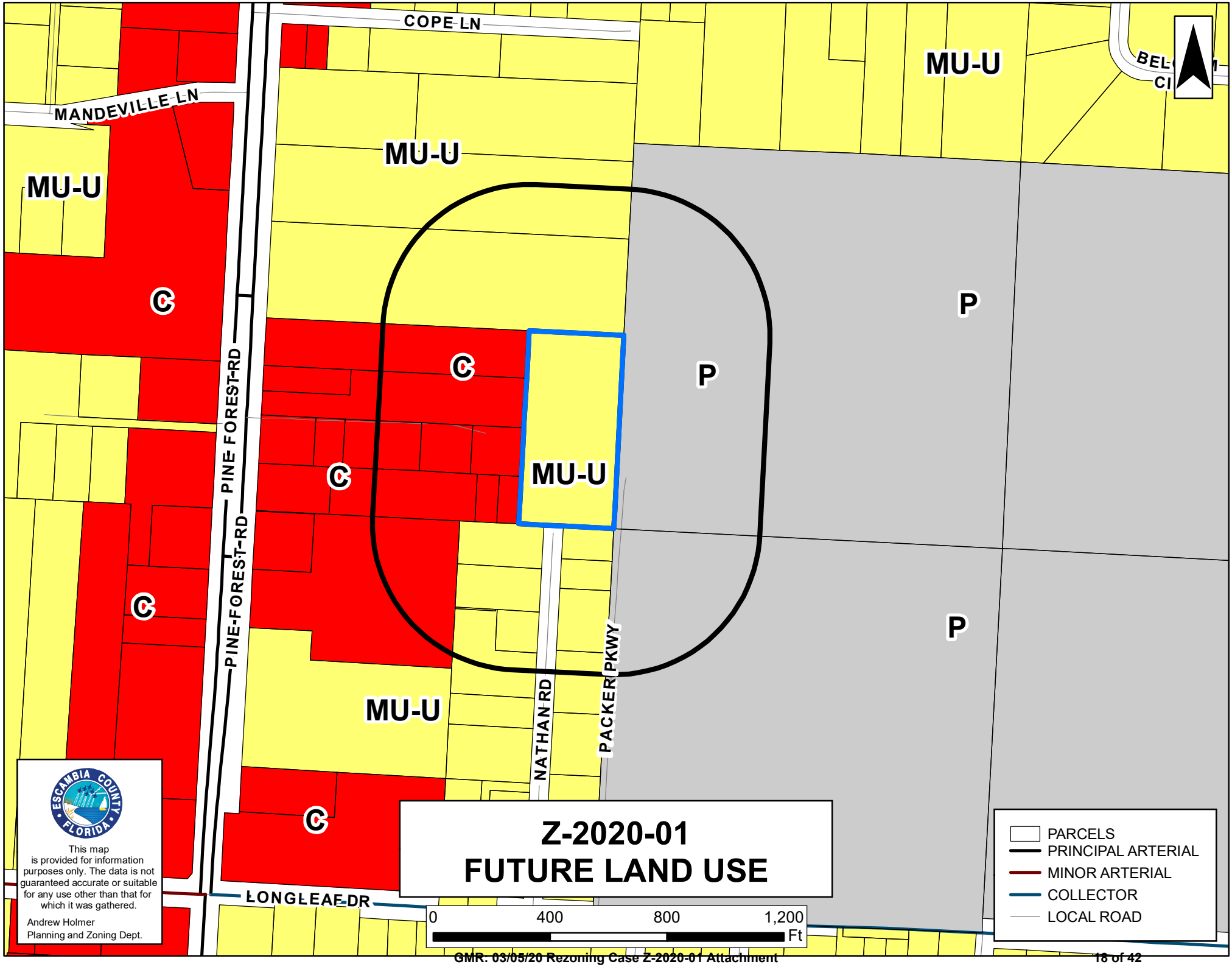


Z-2020-01
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


COPE LN
MANDEVILLE LN
PINE FOREST RD
PINE FOREST RD
NATHAN RD
PACKER PKWY
LONGLEAF DR
MDR
MDR
MDR
Com
HDMU
HC/LI-NA
HC/LI
Com
Pub
Pub
Pub
Rec
Rec
Com
Com
HDMU
HDMU
Com
Com
Z-2020-01
500' RADIUS ZONING
0
400
800
1,200
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


COPE LN
MANDEVILLE LN
MU-U
MU-U
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P
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PINE FOREST RD
PINE FOREST RD
NATHAN RD
PACKER PKWY
LONGLEAF DR
Z-2020-01
FUTURE LAND USE
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
400
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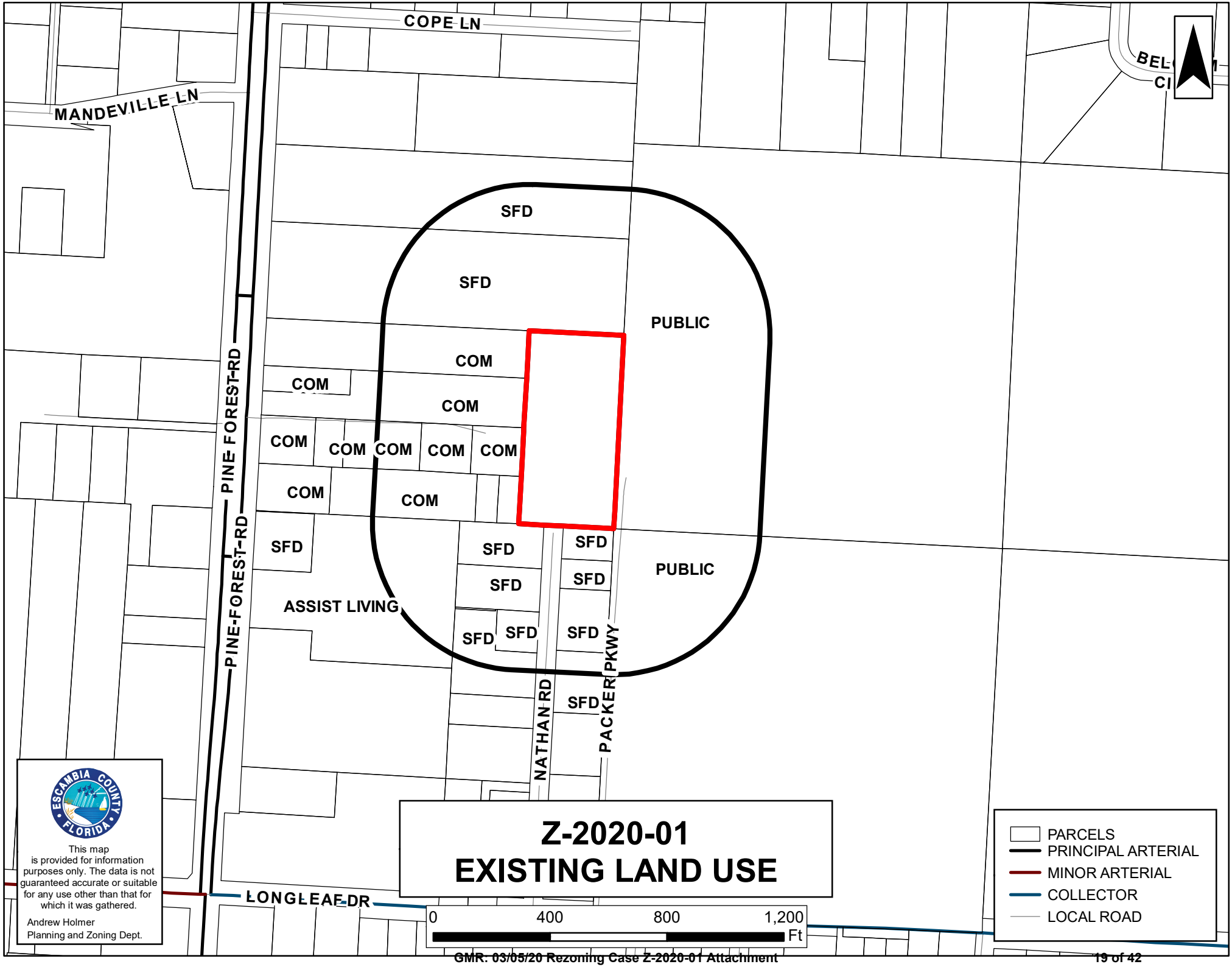
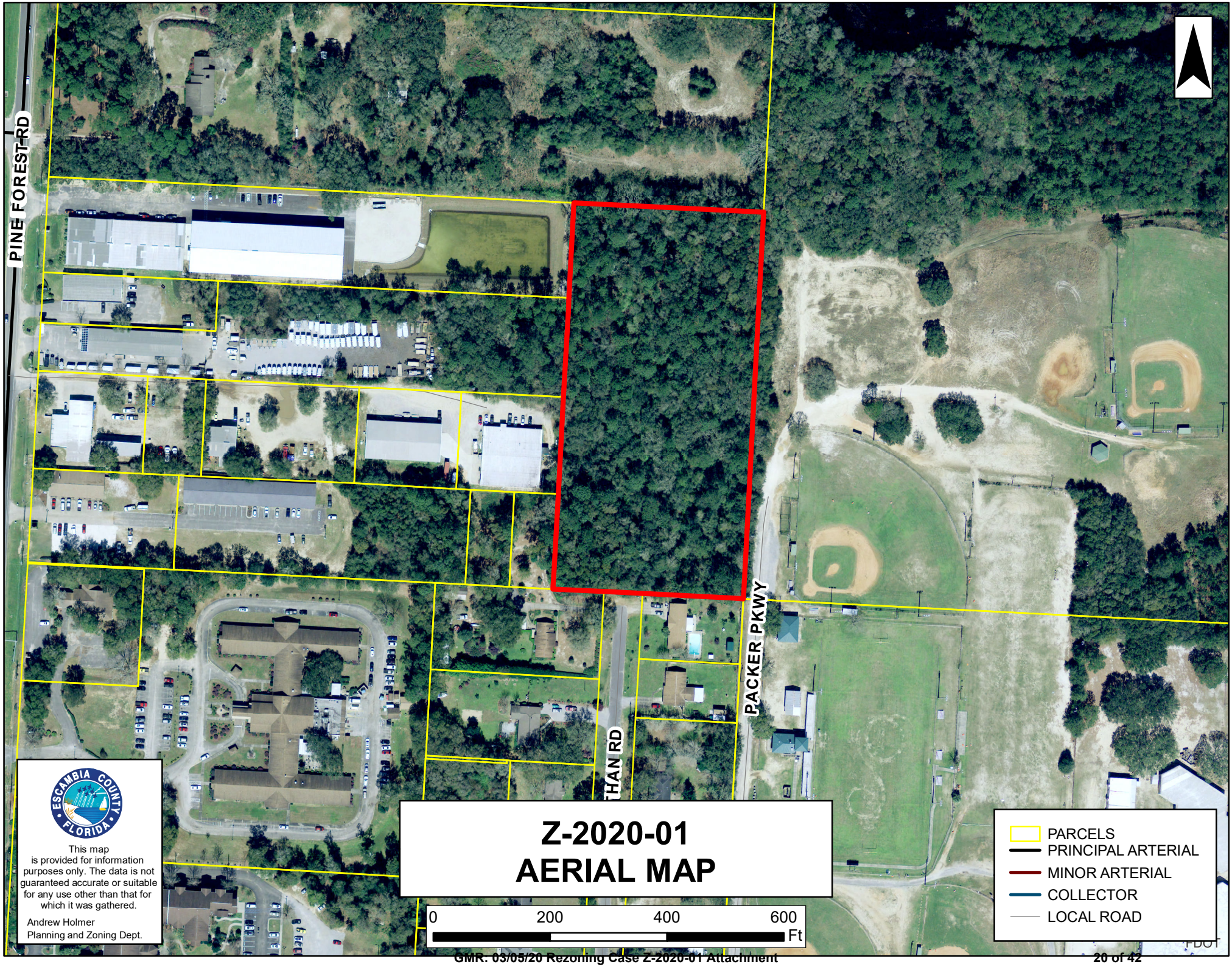
1,200
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2020-01
EXISTING LAND USE


PINE FOREST RD
PACKER PKWY
THAN RD
Z-2020-01
AERIAL MAP
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



PUBLIC HEARING SIGN OFF NATHAN ROAD



PUBLIC HEARING SIGN ON PINE FOREST



LOOKING NORTH FROM NATHAN ROAD



FROM NATHAN ROAD LOOKING NORTHWEST


FROM PARCEL LOOKING EAST



LOOKING SOUTH ON NATHAN ROAD



LOOKING EAST FROM PINE FOREST ROAD

GECI & ASSOCIATES, INC.
ENGINEERS

December 17th, 2019

Ms. Allyson Lindsay
Escambia County Engineering
3363 West Park Place
Pensacola, Florida 32501

RE: Parcel 24-1S-31-4302-000-000
Rezoning Application Submittal

Dear Allyson:

On behalf of Kader, Inc., we are submitting a Rezoning Application for Parcel 24-1S-31-4302-000-000. With this letter, please find the following items:

1. One (1) complete, signed & notarized Rezoning Application
2. One (1) copy of the Warranty Deed and Corporation Info as proof of ownership
3. One (1) Certified copy of the Boundary Survey
4. One (1) check in the amount of $1,275.50
5. One (1) CD containing all information listed above

Please let us know if you need any further information to complete your review.

Sincerely,

GECI AND ASSOCIATES ENGINEERS, INC.

Clint Geci, PE
Vice President

2950 N. 12th Avenue ■ Pensacola, FL 32503
(850) 432-2929 ■ FAX (850) 432-2875 ■ E-mail: geci@geciengineering.com

Z-2020-01

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2020-01 _ Accepted by: AL PB Meeting: 2/4/2020

1. **Contact Information:**

   A. **Property Owner/Applicant:** Kader, Inc.

   Mailing Address: 7011 Pine Forest Road

   Business Phone: 840-941-0270 Cell: _____

   Email: wkader@superiorgranite.com

   B. **Authorized Agent (if applicable):** Clint Geci (Geci & Associates Engineers, Inc.)

   Mailing Address: 2950 N 12th Ave

   Business Phone: 850-432-2929 Cell: _____

   Email: clint@geciengineering.com

   Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. **Property Information:**

   A. Existing Street Address: 7000 BLK PINE FOREST RD (OFF) 32526

   Parcel ID (s): 241S314302000000

   B. Total acreage of the subject property: 4.95

   C. Existing Zoning: Com

   Proposed Zoning: HC/LI -NA; explain why necessary and/or appropriate
   Zoning to HC/LI is necessary to facilitate manufacturing warehousing which is the proposed land use for the subject property.

   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): The subject property is undeveloped.

E. Sanitary Sewer: X Septic: _____

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The FLU for the subject property is Mixed-Use Urban (MU-U) which intends for an intense mix of residential and non-residential uses. MU-U allows for commercial & light industrial uses with a maximum Floor Area Ration of 2.0. As the permitted uses of HC/LI-NA zoning are allowable under MU-U, the proposed zoning designation is consistent with the Future Land Use.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

Per LDC Sec. 3-2.11, the primary intent of zoning district HC/LI-NA "is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the commercial district". Light industrial operations will be limited to the confines of the building(s) and will not produce undesirable effects on other property. Any proposed land use for the subject property will be consistent with the zoning district provisions.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The surrounding uses are single-family residential, school, & warehouse. Parcels lying to the west are zoned HC/LI and are light industrial use. The permitted uses of HC/LI are residential, retail sales, retail services, public/civic, recreation and entertainment, light industrial, & agricultural; all of the listed permitted uses of HC/LI are compatible with the existing adjacent uses. Vegetative landscape buffers and fencing will be installed to buffer different land uses. Access to Nathan Rd will be restricted to eliminate truck traffic on the residential street.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

N/A - No spot Zoning will exist.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

New uses allowed by the proposed zoning will be appropriate with the area surrounding the property given the adjacent zoning and land use types. The subject parcel is the only parcel in the vicinity undeveloped, therefore the rezoning will not create or contribute to sprawl.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 241S314302000000

Property Address: 7000 BLK PINE FOREST RD (OFF), 32526

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 16th DAY OF December, YEAR OF 2019.

Signature of Property Owner	Printed Name of Property Owner	Date
	Waleed Kadi	12/16/19
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 7000 BLK PINE FOREST RD (OFF), 32526 _____, Florida, property reference number(s) 241S314302000000 _____ I hereby designate Clint Geci _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Clint Geci Email: clint@geciengineering.com

Address: 2950 N 12th Ave, Pensacola, FL 32503 Phone: 850-432-2929

Signature of Property Owner	Printed Name of Property Owner	Date
	Waleed Kader	12/16/19
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of December 2019, by Waleed Kader.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Printed Name of Notary
Deborah Harrell	Deborah Harrell

DEBORAH HARRELL
MY COMMISSION # GG 120123
EXPIRES: July 31, 2021
Bonded Thru Notary Public Underwriters

(Notary Seal)

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 7000 block Pine Forest _____, Florida, property reference number(s) 24-1S-31-4302-000-000 _____ I hereby designate Buddy Page _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 3rd day of February the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Buddy Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

Signature of Property Owner	Waleed Kader	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of February 2020 by Waleed Kader.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Deborah Harrell	Deborah Harrell
Signature of Notary	Printed Name of Notary

(Notary Seal)

DEBORAH HARRELL
MY COMMISSION # GG 120123
EXPIRES: July 31, 2021
Bonded Thru Notary Public Underwriters

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. NA Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent — Clint Geci (Printed Name Owner/Agent) — 12/16/19 (Date)

Signature of Owner — Waleed Kader (Printed Name of Owner) — 12/16/19 (Date)

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 16th day of December 20 19, by Waleed Kader.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Deborah Harrell (Printed Name of Notary) (notary seal)

DEBORAH HARRELL
MY COMMISSION # GG 120123
EXPIRES: July 31, 2021
Bonded Thru Notary Public Underwriters

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #:_____

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 7000 Blk Pine Forest Road (Off) 32526 _____, Florida, property reference number(s) 24-1S-31-4302-000-000 _____ I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: Clint Geci Email: clint@geciengineering.com
Address: 2950 N 12th Ave, Pensacola, FL 32503 Phone: 850-432-2929

Signature of Applicant	Clint Geci Printed Name of Applicant	Date
X Signature of Property Owner	Waleed Kader Printed Name of Property Owner	1/8/2020 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8th day of Jan 2020, by Waleed Kader.

Personally Known ☑ Or Produced Identification ☐. Type of Identification Produced:_____

Deborah Harrell
(Notary Seal)
Signature of Notary

Deborah Harrell
Printed Name of Notary

DEBORAH HARRELL
MY COMMISSION # GG 120123
EXPIRES: July 31, 2021
Bonded Thru Notary Public Underwriters

Prepared by:
Mark A. Violette, an employee of
Mark A. Violette, P.A.,
36008 Emerald Coast Parkway, Suite 201
Destin, Florida 32541

File Number: 19-136KW

Warranty Deed

This Warranty Deed is made this November 8, 2019 A.D. between **Pensacola Properties Investments Group, LLC, a Florida limited liability company** whose post office address is: 36008 Emerald Coast Pkwy, Suite 201, Destin, Florida 32541 a corporation existing under the laws of the State of Florida, (hereinafter referred to as "Grantor") and **Kader, Inc., Florida corporation** whose post office address is: 7011 Pine Forest Road, Pensacola, Florida 32526, (hereinafter referred to as "Grantee"),

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Escambia, State of Florida, to wit:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST /4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 88°18'42" WEST, ALONG THE SOUTH LINE OF SAID SECTION 326.78 FEET; THENCE NORTH 1°42'40" EAST, 665.56 FEET; THENCE SOUTH 88°18'28" EAST, 327.72 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 1°47'30" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 665.54 FEET TO THE POINT OF BEGINNING.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.
Parcel Identification Number: **241S314302000000**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Pensacola Properties Investments Group, LLC

Signed and Sealed in Our Presence:

By: _____
Jay Patel
Its: Manager

M. Violette
First Witness Signature above
Witness Print Name: Mark Violette

Kelly Holmstetter
Second Witness Signature above
Witness Print Name: Kelly Holmstetter

(Corporate Seal)

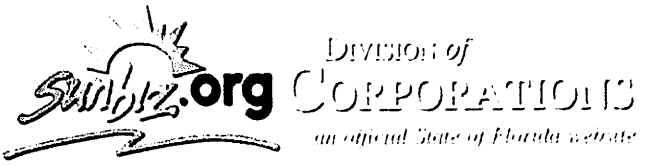
State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 8th day of November, 2019, by Jay Patel, the Manager of Pensacola Properties Investments Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

M. Violette
_____(Seal)
Notary Public
Notary Printed Name: _____

MARK VIOLETTE
MY COMMISSION # GG 012320
EXPIRES: November 15, 2020
Bonded Thru Budget Notary Services

My Commission Expires::



Detail by Entity Name

Florida Profit Corporation
KADER, INC.

Filing Information

Document Number	P04000051379
FEI/EIN Number	77-0628176
Date Filed	03/19/2004
Effective Date	04/01/2004
State	FL
Status	ACTIVE

Principal Address

7011 PINE FOREST ROAD
PENSACOLA, FL 32526

Changed: 01/13/2015

Mailing Address

7011 PINE FOREST ROAD
PENSACOLA, FL 32526

Changed: 04/18/2011

Registered Agent Name & Address

KADER, SAED
8544 FOXTAIL LOOP
PENSACOLA, FL 32526

Address Changed: 04/18/2014

Officer/Director Detail

Name & Address

Title D

KADER, SAED
8544 FOXTAIL LOOP
PENSACOLA, FL 32526

Title D

KADER, MAHER
8871 SPIDER LILY WAY

PENSACOLA, FL 32526

Title D

KADER, WALEED
5900 DAHOON DRIVE
PENSACOLA, FL 32526

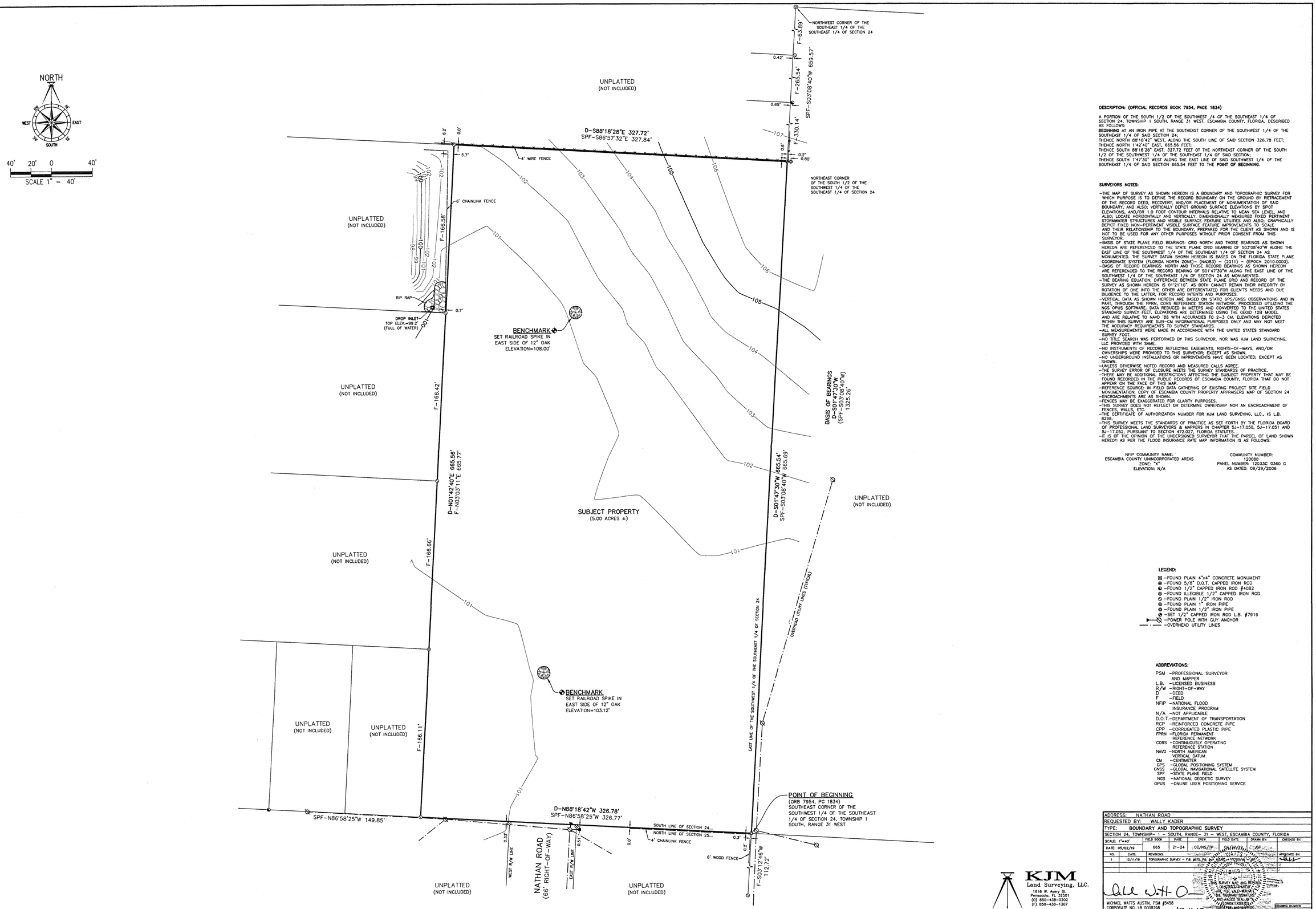
Annual Reports

Report Year	Filed Date
2017	03/01/2017
2018	02/13/2018
2019	02/11/2019

Document Images

02/11/2019 -- ANNUAL REPORT	View image in PDF format
02/13/2018 -- ANNUAL REPORT	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
03/26/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
02/23/2009 -- ANNUAL REPORT	View image in PDF format
02/03/2008 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/15/2005 -- ANNUAL REPORT	View image in PDF format
03/19/2004 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



DESCRIPTION: (OFFICIAL RECORDS BOOK 7954, PAGE 1834)

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST /4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24;
THENCE NORTH 88°18'42" WEST, ALONG THE SOUTH LINE OF SAID SECTION 326.78 FEET;
THENCE NORTH 1°42'40" EAST, 665.56 FEET;
THENCE SOUTH 88°18'28" EAST, 327.72 FEET OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION;
THENCE SOUTH 1°47'30" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 665.54 FEET TO THE **POINT OF BEGINNING.**

SURVEYORS NOTES:

- THE MAP OF SURVEY AS SHOWN HEREON IS A BOUNDARY AND TOPOGRAPHIC SURVEY FOR WHICH PURPOSE IS TO DEFINE THE RECORD BOUNDARY ON THE GROUND BY RETRACEMENT OF THE RECORD DEED, RECOVERY, AND/OR PLACEMENT OF MONUMENTATION OF SAID BOUNDARY, AND ALSO; VERTICALLY DEPICT GROUND SURFACE ELEVATIONS BY SPOT ELEVATIONS, AND/OR 1.0 FOOT CONTOUR INTERVALS RELATIVE TO MEAN SEA LEVEL, AND ALSO; LOCATE HORIZONTALLY AND VERTICALLY, DIMENSIONALLY MEASURED FIXED PERTINENT STORMWATER STRUCTURES AND VISIBLE SURFACE FEATURE UTILITIES AND ALSO; GRAPHICALLY DEPICT FIXED NON-PERTINENT VISIBLE SURFACE FEATURE IMPROVEMENTS TO SCALE AND THEIR RELATIONSHIP TO THE BOUNDARY, PREPARED FOR THE CLIENT AS SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- BASIS OF STATE PLANE FIELD BEARINGS: GRID NORTH AND THOSE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE GRID BEARING OF S03°08'40"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24 AS MONUMENTED. THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE)– (NAD83) – (2011) – (EPOCH 2010.0000).
- BASIS OF RECORD BEARINGS: NORTH AND THOSE RECORD BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE RECORD BEARING OF S01°47'30"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24 AS MONUMENTED.
- THE BEARING EQUATION; DIFFERENCE BETWEEN STATE PLANE GRID AND RECORD OF THE SURVEY AS SHOWN HEREON IS 01°21'10", AS BOTH CANNOT RETAIN THEIR INTEGRITY BY ROTATION OF ONE INTO THE OTHER ARE DIFFERENTIATED FOR CLIENTS NEEDS AND DUE DILIGENCE TO THE LATTER, FOR RECORD INTENTS AND PURPOSES.
- VERTICAL DATA AS SHOWN HEREON ARE BASED ON STATIC GPS/GNSS OBSERVATIONS AND IN PART, THROUGH THE FPRN, CORS REFERENCE STATION NETWORK, PROCESSED UTILIZING THE NGS OPUS SOFTWARE. DATA REDUCED IN METERS AND CONVERTED TO THE UNITED STATES STANDARD SURVEY FEET. ELEVATIONS ARE DETERMINED USING THE GEOID 12B MODEL, AND ARE RELATIVE TO NAVD '88 WITH ACCURACIES TO 2–3 CM. ELEVATIONS DEPICTED WITHIN THIS SURVEY ARE SUB-CM INFORMATIONAL PURPOSES ONLY AND MAY NOT MEET THE ACCURACY REQUIREMENTS TO SURVEY STANDARDS.
- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD SURVEY FOOT.
- NO TITLE SEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WAS KJM LAND SURVEYING, LLC PROVIDED WITH SAME.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS, AND/OR OWNERSHIPS WERE PROVIDED TO THIS SURVEYOR, EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED; EXCEPT AS SHOWN.
- UNLESS OTHERWISE NOTED RECORD AND MEASURED CALLS AGREE.
- THE SURVEY ERROR OF CLOSURE MEETS THE SURVEY STANDARDS OF PRACTICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS MAP.
- REFERENCE SOURCE: IN FIELD DATA GATHERING OF EXISTING PROJECT SITE FIELD MONUMENTATION, COPY OF ESCAMBIA COUNTY PROPERTY APPRAISERS MAP OF SECTION 24.
- ENCROACHMENTS ARE AS SHOWN.
- FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND SURVEYING, LLC., IS L.B. 8298.
- THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- IT IS OF THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION IS AS FOLLOWS:

NFIP COMMUNITY NAME:
ESCAMBIA COUNTY UNINCORPORATED AREAS
ZONE: "X"
ELEVATION: N/A

COMMUNITY NUMBER:
120080
PANEL NUMBER: 12033C 0360 G
AS DATED: 09/29/2006

LEGEND:

- ⊠ –FOUND PLAIN 4"x4" CONCRETE MONUMENT
- ⊕ –FOUND 5/8" D.O.T. CAPPED IRON ROD
- ● –FOUND 1/2" CAPPED IRON ROD #4082
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ○ –FOUND PLAIN 1/2" IRON ROD
- ⊕ –FOUND PLAIN 1" IRON PIPE
- ⊕ –FOUND PLAIN 1/2" IRON PIPE
- ⊕ –SET 1/2" CAPPED IRON ROD L.B. #7919
- –POWER POLE WITH GUY ANCHOR
- –OVERHEAD UTILITY LINES

ABBREVIATIONS:

PSM	–PROFESSIONAL SURVEYOR AND MAPPER
L.B.	–LICENSED BUSINESS
R/W	–RIGHT-OF-WAY
D	–DEED
F	–FIELD
NFIP	–NATIONAL FLOOD INSURANCE PROGRAM
N/A	–NOT APPLICABLE
D.O.T.	–DEPARTMENT OF TRANSPORTATION
RCP	–REINFORCED CONCRETE PIPE
CPP	–CORRUGATED PLASTIC PIPE
FPRN	–FLORIDA PERMANENT REFERENCE NETWORK
CORS	–CONTINUOUSLY OPERATING REFERENCE STATION
NAVD	–NORTH AMERICAN VERTICAL DATUM
CM	–CENTIMETER
GPS	–GLOBAL POSITIONING SYSTEM
GNSS	–GLOBAL NAVIGATIONAL SATELLITE SYSTEM
SPF	–STATE PLANE FIELD
NGS	–NATIONAL GEODETIC SURVEY
OPUS	–ONLINE USER POSITIONING SERVICE

ADDRESS: NATHAN ROAD
REQUESTED BY: WALLY KADER
TYPE: **BOUNDARY AND TOPOGRAPHIC SURVEY**
SECTION 24, TOWNSHIP– 1 – SOUTH, RANGE– 31 – WEST, ESCAMBIA COUNTY, FLORIDA

SCALE: 1"=40'	FIELD BOOK:	PAGE:	CREW:	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 05/02/19	665	21–24	CC/NS/TP	04/29/19	JSP	

NO.:	DATE:	REVISIONS:	APPROVED BY:
1	12/11/19	TOPOGRAPHIC SURVEY – F.B. 665, PG. 21–24	

KJM Land Surveying, LLC.
1616 W. Avery St.
Pensacola, FL 32501
(O) 850-438-0202
(F) 850-438-1307

MICHAEL WATTS AUSTIN, PSM #5458
CORPORATE NO. LB 0008298
STATE OF FLORIDA
12-11-19

THIS SURVEY MAP AND REPORT OR THE DIGITAL DATA THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWING NUMBER: 19-18198

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2020-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 3337 Hamilton *City, State, Zip: 32571

Email Address: budpage1@att.net Phone: 232-9853

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

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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

01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-01 **Agenda Item Number/Description:** _____

V In Favor _____ Against

*Name: Larry Dennis Jr.

*Address: 12156 Harsang *City, State, Zip: _____

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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Z-2020-02

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-02
Applicant: Curtis and Kelli Sumrock, Owner
Address: 11545 Sorrento Rd
Property Size: 18.78 (+/-) acres
From: LDR, Low-Density Residential district (4 du/acre)

To: Com, Commercial district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of February 2020, commencing at approximately 9:00 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — At District 1

TIM PYLE, Vice Chairman — District 2
ERIC FEARS — District 4

GARY SAMMONS
At-Large

STEPHEN OPALENIK
Navy Representative
PATTY HIGHTOWER
School Board

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
ANDREW HOLMER

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P R O C E E D I N G S

Our next case is Case Z-2020-02, Curtis and Kelli Sumrock, the owners, 11545 Sorrento Road, 18.78 acres, from low-density residential district, four dwelling units an acre, to commercial district, 25 dwelling units per acre.

Members of the board, on this case, has there been any ex parte communication with you, the applicant, agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public prior to the hearing?

Also disclose if you have visited the subject property and if you are a relative or business associate to any of the parties.

And, Steve, good morning.

MR. OPALENIK: Good morning. I'm familiar with the site. No to all.

MS. HIGHTOWER: No to all.

MR. SAMMONS: No to all.

MR. PYLE: Very familiar with the site. No to all.

THE CHAIRMAN: All right. Chairman, no, to all.

MR. FEARS: No to all.

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MR. INGWELL: No to all.
THE CHAIRMAN: All right. Staff, on this case, was notice of hearing sent to all interested parties?
MS. LINDSAY: Yes, it was.
THE CHAIRMAN: Okay. And was it also properly posted on the subject property?
MS. LINDSAY: Yes, sir.
THE CHAIRMAN: Okay. All right. At this time we'll ask the staff to present the maps, and then their findings of fact on the case.
MR. LEMOS: Good morning, board members. Juan Lemos, Development Services planner.
This is rezoning case 2020-02.
The request is going from low-density residential to commercial.
Consistency with Comprehensive Plan. That's Criterion A. Oh, I'm sorry.
Let's look at the maps. This is the location map for the parcel right off Sorrento Road.
This is the 500-foot radius with the zoning for the property.
The property itself is LDR, surrounded by LDR. They do have some commercial across the

Page 6

street and lots of conservation zoning.
The future land use for the parcel in question is mixed-use suburban and conservation, with some commercial future land use across the street.
This is existing land use. Single-family residence, lots of vacant state-land property. And there is a concrete plant that is in there to the west side of the property.
This is the aerial map for the property in question.
This is the AIPD map. It's under AIPD-2 in its entirety.
This is the wetlands map for the property.
The sign posted on site.
This is looking onto the property from Sorrento Road.
This is looking southeast onto the property.
Looking southwest onto Sorrento Road from the property.
Looking southwest onto the property.
Looking southwest on Sorrento Road.
And looking north across from Sorrento Road.

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And then the findings.
Criterion A, consistency with the Comprehensive Plan.
The proposed amendment to commercial is consistent with the intent and proposed -- I'm sorry -- with intent and purpose of the future land-use category mixed-use suburban, as stated in Comprehensive Plan Policy Future Land Use 1.3.1.
Based on public records, the parcel was previously developed and used as an operational plant, nursery, landscape business and leased to use under the retail sales and services of the mixed-use suburban future land-use category.
Redevelopment of this property would promote the future use of utilities and infrastructure, redevelopment of an underutilized property, making the proposed use compatible with the intent of Comprehensive Plan Policy Future Land Use 1.5.1.
Criterion B, consistency with the Land Development Code.
The proposed amendment is not consistent with the intent and purpose of the Land Development Code.

Page 8

All new nonresidential uses proposed within the commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the locational criteria requirements.
The location criteria is designated to create the smooth transition of use intensity from large-scale concentrations of general commercial uses near major street intersections to small-scale dispersed neighborhood commercial uses in proximity to residential areas.
Such transition prevents the adverse impact of continuous street commercial development along major streets and avoid negative influences of some commercial uses on adjacent residential neighborhoods.
The parcel location does not satisfy the locational criteria, and the applicant did not provide a compatibility analysis presenting evidence of unique circumstances regarding the potential uses of the parcel that were not anticipated by the alternative criteria as stated in Section 3-2.10(e) of the Land Development Code.

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Criterion C, compatibility with surrounding uses.

The proposed amendment is not compatible with the surrounding existing uses in the area.

Parcels located immediately to the east and west are zoned low-density residential, with some large tracks of conservation zoning.

Within the 500-foot radius, there are properties with zoning districts commercial, low-density residential, and conservation.

One storage-warehouse business zoned commercial across the highway to the north, five-acre residential parcels, two single-family residences, two large parcels owned by the State of Florida, and one mineral processing plant zoned low-density residential in place since 1993, based on the public records.

Therefore, compatibility with the processing plant nonconforming use is not considered, as the maintained use is addressed under Section 1-1.7(3) of the Land Development Code.

Criterion D, appropriate if spot zoning.

The proposed zoning will create a spot zoning. Based on the LDC definition in Chapter

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6, spot zoning is zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land.

Such isolated or spot zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area.

Spot zoning is not by itself prohibited, but due to its potential adverse impacts on adjoining zoning, it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.

The applicant's request to commercial zoning is different from the zoning of all contiguous land.

Although the Land Development Code does not specifically define contiguous, the staff relies on the professional planning definitions contained in the Planning Advisory Service Report 521/522, A Planner's Dictionary from the American Planning Association.

Contiguous is defined as properties sharing a property line; (a), touching along a

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common boundary for at least 15 feet; (b), the contiguity of land areas shall not be affected by the existence between them of a road or alley; a public or private right-of-way, a public or private transportation or utility right-of-way; a river, creek, stream, or other natural or artificial waterway; or an intersecting mining claim; (c), the contiguity of land areas shall be assumed to be disrupted by the existence of a freeway, expressway, principal arterial, minor arterial, and by the lands contained within the legal boundaries of any municipality.

Based on that language, the contiguous zoning is LDR. The proposed zoning would create a spot zoning.

Site visit reveals the parcel's location about midway between Bauer and Blue Angel to be sparsely developed as compared to the east and west major intersections.

Due to the parcel's location, the proposed zoning request will not create a logical zoning transition between the low-residential districts and other existing zoning districts in the adjacent area.

Page 12

Criterion E, appropriate with changed or changing conditions.

The land uses or development conditions within the area surrounding the property of the rezoning have not changed.

Based on public records, both the current commercial uses have existed since 1984 and 1993. The site is located midway between Blue Angel and Bauer Roads in an area that is currently scarcely developed.

Allowing commercial zoning for the property will contribute to commercial development sprawl.

And that concludes the staff's findings.

THE CHAIRMAN: Thank you, Juan.

MR. LEMOS: Yes, sir.

THE CHAIRMAN: Board members, any questions of staff at this time?

MR. PYLE: Yeah. I've got a couple questions. I know that this is deja all over again. And it would be nice if we didn't have to go through the exact same points that we went through last time.

I just have for staff -- it's kind of a conundrum for me. It seems that this location

was a business actively operating for well over ten years.

Now it's been -- you know, after it was vacated, I guess, basically down-zoned. And now the only possible way for this property to be utilized in any commercial fashion would be by way of a PUD, which is not going to happen because of the wetlands surrounding it, in my imagination.

So it seems as though the majority of -- I think we were swayed in great part by the residents surrounding the area concerned about traffic.

The road has always been a dangerous road. There's always been terrible accidents. I don't think any of those accidents were caused at the time by the particular commercial property that was in -- you know, functioning for years.

In fact, the more I thought about it, I felt as though the only thing this would be available for is residential use.

And I would think that a residential property would, in fact, create far more commercial -- or traffic than a commercial use.

And I'm just trying to play devil's

advocate and kind of push back against the county on a couple of these things, where, you know, it was a functioning business, as a matter of fact.

And I know that I get it. Once it's vacated, it goes back to what the designation is. However, I think in this particular case, it renders this piece of property virtually useless at that point in time.

MR. JONES: If I may.

MR. PYLE: Sure.

MR. JONES: If I may, several -- Horace Jones, Director for the Planning and Zoning Department.

Several things I would like to comment on. Because the Land Development Code is clear, and it's always just my tenure with the county, starting in 2000, that if a use goes out of business for more than a year, that it must revert back to the zoning, and it loses all of its legal nonconforming rights.

And in this case, Mr. Pyle, you are correct: There was a business there. However, that business was permitted under the old zoning of SDD.

SDD was specific, was very, very specific for floraculture, horticulture-type uses. It still did not allow for the high intensity of commercial uses that the applicant is requesting for now.

So if he . . . and you've got the backup information. SDD, again, horticulture floraculture, that type; not this high intensity of retail. So that's the business that -- that it was.

So because of that, SDD got converted back to LDR. I know you're going to hear many conversations about the savings clause, and all of that.

Those things . . . if the savings clause was applicable, we would not be here. But the applicant made a choice the first time to come through, as well as the second time. The savings clause, if you would have went to the savings clause, we would not -- have no use for this meeting at all.

The rezoning is completely different. We're looking at the more intense use, which is going to commercial. That area -- that area is clearly -- and I'm saying it again -- clearly a

suburban area.

The zoning is LDR, low-density residential. Any type of commercial type of business is going to contribute, is going to foster urban sprawl.

That area is not a business retail area at all. It's got that subdivision right in front of it. It's surrounded by LDR, the old HC/LI. That is an old, old business that's continuing in operation.

MR. PYLE: So I would humbly disagree with you.

MR. JONES: Yes, sir.

MR. PYLE: And I'll tell you why.

It was a commercial property, not just a nursery, but a retail store. There was a gift shop there. It was.

MR. JONES: Mm-hmm. Yes, sir.

MR. PYLE: I've been there plenty of times.

MR. JONES: Yes, sir.

MR. PYLE: In fact, my daughter took pictures for the Santa Claus, and all the kids came there. It was very much a commercial gift shop.

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MR. JONES: Mm-hmm.
THE CHAIRMAN: So, again . . . and I find it interesting that because -- and this is a case where, because it failed for a year without being used, the land and the use thereof is punished.
Meanwhile, adjacent to it, a concrete plant is going to continue to operate --
MR. JONES: Yes, sir.
MR. PYLE: -- the way it is because it's nonconforming as long as they keep it functioning and moving. And, you know, we can't look back and decide why that happened.
What I'm trying to do is utilize -- you know, again, in the past, that we do have the criteria. But I've got an ongoing dispute with one of our wonderful members of the public that states that we don't use our brain during these items and think about the actual use of the property.
I live by there. I am not -- I don't want to punish the people on Nighthawk Lane and have bars and have, you know, tons of people there, again, traffic.
For over 10 years this was a retail. It

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wasn't just a nursery. It was a very active, number one, location for a management company, the business that occurred there.
MR. JONES: Mm-hmm.
MR. PYLE: It was a retail shop and it was a nursery.
And, again, what I'm afraid of is that we've rendered this property useless, and in my opinion, opened the county up, if I were a property owner, to . . . I just -- I think it's wrong. And it is not just clearly a residential and the surroundings, given a concrete plant.
And, again, there's no way you could ever use a planned urban development around there, due to the nature of all the wetlands. And it's a very odd piece of property.
MR. JONES: Mm-hmm.
MR. PYLE: It's an odd road. The traffic has been and always will be terrible. People go fast on that, and they have since the beginning of -- before I ever got here. And there have been horrible accidents on there.
Again, I am not -- I have no interest, other than the fact that I think I find it punitive in the way -- you know, I put the

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burden on the applicant to persuade the neighbors.
The last time, and I -- and my opinion is that they didn't do a good enough job of that. And that's, you know, why I know the people come up and say, "Hey, we don't want this in our back yard."
I understand that. I've always stated that I felt like the applicant -- it was his job to either market and/or advertise and tell people what he plans to do.
That has no business here. All we can do is go by the criteria of what could potentially be there. I understand your position in that aspect.
This is a unique piece of property. I will ask those people now, reformulating their arguments in the public speaking, to come at me hard because this is our neighborhood, to just don't go down that road, as far as there will be more traffic, there will be more accidents, because I understand clearly what this could potentially be if the zoning was changed.
But I'm just trying to wrap my head around the fact that we are really rendering this site

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useless, in my opinion.
But that's all I have for the county. I'm sorry to belabor this. I just -- again, my attempt, Mr. Chair, is to not retread ground we have gone over painfully and long -- you know, at length the last time around.
THE CHAIRMAN: All right. Thank you, sir.
And, unfortunately, I think we're going to go through a lot of those again because we have a lot of speakers.
I do have one question for Horace, or actually two questions.
The first one is, in the staff's interaction with the applicant, did the staff discuss the savings clause and how that may be different than a rezoning request?
MR. JONES: If I may, yes, sir, we discussed it on numerous occasions.
I've had several conversations, several conversations. There's an email even in your backup. Several conversations with Mr. Sumrock. I have; Ms. Allyson Cain has, to explain that if you want to use the savings clause, and it's applicable, but you've got to go back to those same uses that limited it.

Mr. Pyle, the primary use of that was a nursery and farming. If you had some retail and that was the primary use, and if you did a lot of agriculture, floraculture-type uses . . .

Now, you could have some retail, but the primary use, which was at the time, it was not a retail center. Again, with all of those uses.

So, Mr. Briske, we -- in fact, we discussed it primarily. Very, very thought provoking. I had -- I remember I had at least a two-hour conversation.

I was on my way to Sam's Club. And he called me. And I pulled over. And I had a lengthy conversation with Mr. Sumrock, trying to explain to him the process, what other processes that he may want to go through.

So the savings clause, again, if he were to utilize the savings clause, the rezoning process would not be necessary, but it's very limited on what he can do with what he already was doing only.

THE CHAIRMAN: Okay. All right. Very good.

And the second question. First of all, I'm impressed that you remembered exactly where

you were when you had the conversation.

The second part is, the staff indicated that we did not receive a compatibility analysis.

Was that offered as an option to mitigate some of these concerns as part of the process?

MR. JONES: Yes, sir. The accountability. He's going to address part of his compatibility analysis.

It still does not meet the Land Development Code as is. We must go with the Land Development Code. Good ideas, speculation. It's all good, but the Land Development Code, believe me -- and I've been challenged enough to know that Horace will go by what the code says.

THE CHAIRMAN: Okay. Thank you, sir.

Okay. Now we'll call Mr. Sumrock up. I know you've been very patient, sir. Please be sworn in and state your name and address for the record.

CURTIS SUMROCK, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you, sir. Name and

address for the record.

MR. SUMROCK: Curtis Sumrock from the great State of California. 205 Ratto Road, Alameda, California.

THE CHAIRMAN: All right. Thank you, sir.

And have you received a copy of the rezoning hearing package with the findings of fact?

MR. SUMROCK: I received a link to the -- to it. I did not receive anything hard mail.

THE CHAIRMAN: Okay. You were able to access the link and --

MR. SUMROCK: Yes, sir. The working files were not working, unfortunately, on the Web site as well.

THE CHAIRMAN: I'm sorry?

MR. SUMROCK: The working files at the bottom were also not working, especially this morning when I checked, but . . .

THE CHAIRMAN: Okay. Is the fact that it was sent by electronic sufficient to meet the standard for providing the findings to the applicant?

MS. JOHNSON: If he was ultimately able to access the documents.

MR. SUMROCK: I was.

MS. JOHNSON: Okay.

MR. SUMROCK: Yes, ma'am.

THE CHAIRMAN: So on the record, you were able to get --

MR. SUMROCK: I was able to access them, yes.

THE CHAIRMAN: Okay. Thank you.

And that was our board attorney. Kia, thank you.

Do you understand, sir, that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with our Comprehensive Plan, furthers the goals, objectives, and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: All right. Please proceed, sir.

MR. SUMROCK: I'd like to start off by saying, well, good morning, and thank you for your service as well.

I have a list of exhibits that I've created a folder for all of you. It's A through

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K. There's a lot of information here.
Rather than go one by one, I'd like to -- I have a list of the exhibits that gives an explanation of what they are.
It's nothing I've created. It's just stuff I've copied off the Internet or files that I've had regarding this property. I'd like to submit those to the board for exhibits. And I'm not sure of the process to do that.
MR. JONES: Give them to me.
THE CHAIRMAN: Yes, there is a process.
So what we'd like for you to do, if you would, is to introduce what each one of the documents are.
Do you have a copy of it for yourself?
MR. SUMROCK: I do. I only have eight copies, so I didn't know it would have to be -- I didn't realize there was going to be so many people today.
THE CHAIRMAN: Okay. That's fine. We're good at sharing.
MR. SUMROCK: Okay.
THE CHAIRMAN: I'd like for you to explain what each one of those -- just briefly, what each document is.

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MR. SUMROCK: Sure.
THE CHAIRMAN: And if you personally got that information off the Internet. We're trying to enter it into evidence.
MR. SUMROCK: Yes, sir.
THE CHAIRMAN: So just explain what it is, and where you got it, and the approximate time.
MR. SUMROCK: Okay. I'll kind of hold them up as I go through. Okay?
So the first one is going to be -- Exhibit A is Escambia County Conservation Easement from July of 1998.
This is basically from the files that I have from purchasing the real estate.
And it shows basically there is a conservation easement on the south end of this property. And it also provides a graph or a map of what it looks like, so when we go through the slides later, you'll see where that conservation easement is.
Unfortunately, it is not indicated on the GIS mapping, so it's a little bit . . . you'd have to keep that in mind as we're looking through that stuff.
Exhibit B is a site utility plan that was

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issued by Escambia County for this commercial property. And we have that for proof that it was actually permitted as a commercial property.
Exhibit C is a location gradient from May 2001. And it's recorded from Bill Salter Advertising because there's a large advertising billboard on the property, which we'll cover at length.
Exhibit D is a billboard structure. You see the large billboard on the property. That was just a picture that I took.
Exhibit E is special development district density and uses savings clause that was signed by this department in August of 2018.
Exhibit F is just from a download from the GIS map and current zoning from February 2020, if we're just going to discuss the GIS mapping on here.
Exhibit G is a Google Earth pro screenshot distance to residents. It's basically showing you a screenshot from Google Earth. And there's a ring that shows the distance of residents around the property, which was misrepresented by the staff's findings.
Exhibit H is just another Google Earth

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shot that's going to show you the distance between the buildings and the property to the west.
Exhibit I is just another picture of the northwest corner of the property that I took this Sunday.
Exhibit J is the Google Earth pro screenshot distance along the northwest border. It's going to show you that there is actually an overlay of the commercial property on the northwest border that was not presented before.
And then the last one is Exhibit K, which is a photo of the northeast border of the property. I also took this photograph.
THE CHAIRMAN: Okay, sir.
And to the best of your knowledge, are all of these copies that you're giving true and accurate copies of the information you're presenting?
MR. SUMROCK: Yes, sir.
THE CHAIRMAN: Okay. The Chair will entertain a motion to accept the applicant's exhibits.
We're putting in all --
MR. JONES: Mr. Briske, if I may --

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THE CHAIRMAN: I'm sorry?
MR. JONES: I want to clarify something --
THE CHAIRMAN: Okay.
MR. JONES: -- for the record.
It appears that in one of his exhibits he stated some type of utility site plan permit.
In looking at it -- just for the record for clarity, in looking at the permit, I believe that is not from the county.
I believe that it's a DEP permit. I want to be clear for the record. He stated it was from the county. This is -- appears to be that this is a permit that was approved by DEP.
THE CHAIRMAN: Which is Environmental Protection.
MR. JONES: Yes, sir, which is a state agency.
MR. SUMROCK: Correct.
And it was also submitted to the county for approval, and it's recorded. Okay?
THE CHAIRMAN: Okay.
MR. SUMROCK: Clearly this site did not get developed without the approval of the county, so that's what -- that's what the intent of this was to show.

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THE CHAIRMAN: Okay. With that clarification, Chair will entertain a motion to accept all of the exhibits at one time as the applicant's exhibits. He's explained them in detail for the record.
MR. FEARS: Move to accept all as a packet.
MR. PYLE: Second.
THE CHAIRMAN: Motion and a second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. So we will label this as a package Applicant's Exhibit Package 1, just for the record.
(Documents marked Exhibit A through Exhibit J received in evidence as Applicant's Exhibit Package No. 1.)
MR. PYLE: Briefly, Mr. Chair, could I request you or Mr. Jones or somebody to give a quick Cliff note version of the savings clause

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for folks who are new on the board, old or otherwise, just so we don't sit here and hear it and talk about it and have no idea what it is, and be embarrassed about it.
THE CHAIRMAN: Since Horace's memory is so good, we're going to let him do that.
MR. JONES: Okay. As you know, the Land Development Code was adopted in 2015. It was at the conference plan in 2015. I believe that, Mr. Briske, if this memory -- you were on the board.
THE CHAIRMAN: Yes, sir.
MR. JONES: This was 2015.
So at the time because we had a -- we had lots of consolidation of zoning districts and consolidation of future land use, the county thought it would be in the best interests of the county, out of 33 zoning categories, 36 briefly, and we -- the county thought it would be best, and not to -- not to try to do too much with eliminating property rights.
More people got uses. More people got additional uses. Some may have lost some things. So the purpose of this savings clause, if I may read it directly from the provision of

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the Land Development Code as written.
It says . . . Okay. This is not it.
MR. PYLE: Cliff note version.
MR. JONES: Cliff Note. Basically the Cliff note version.
It says, if an applicant believes that his uses or his densities was eliminated due to the -- due to the adoption of the new zoning categories, that he would be able to make a request to the county to apply for the savings clause provision.
He cannot get no more uses or no more density. Only what he lost, as long as the future land use category is consistent.
And I believe in 2018, Mr. Sumrock came. Someone came. It says his name. And he filed for a savings clause to get -- he was previously SDD.
And the use, as I said it before, SDD was very, very limited -- very, very limited on what it allowed for. So . . . and it's -- on this it says that horticulture floraculture, greenhouse. That's all that the savings clause he could get. No more of those things.
So in a nutshell, if he would have used

the savings clause provision, we would not be in this rezoning process.

But, again, he decided to proceed, which every applicant can decide to proceed to make their request to the rezoning. So that is what -- that's what the savings clause was in a nutshell.

THE CHAIRMAN: Okay. Horace, is this document that you just presented part of the findings of fact?

MR. JONES: Yes, it is, sir.

THE CHAIRMAN: All right. Mr. Sumrock? Sumrock?

MR. SUMROCK: Sumrock.

THE CHAIRMAN: Sumrock.

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: Is this document accurate, and did you apply for this during the process some time ago?

MR. SUMROCK: We did apply for the process. And I had -- I did engage Mr. Jones on the phone call. It was not two hours, though. I can probably guarantee that. It may have seemed like it to him.

The problem with the SDD is that it

provides one use. And it goes away when you click on nonconforming. It's not of great value to the homeowner.

And while we're in litigation or while we're going through this process, that clock is running. And so his -- his claim that after a year you die and it goes away, it's kind of a bogus thing because how can I sell something quicker? Especially when it's under this kind of a proceeding?

So they have to realize the implications of those things to commercial business owners, property owners, everyone else. All these things have implications that you can't necessarily meet, especially when they're going before boards and before legal proceedings.

So his description was accurate, but we had to go through this proceeding because we couldn't get, frankly, a clear answer of what -- what that entitled us to do.

So by not having a clear answer, nobody that's purchasing a piece of property wants some -- they want to know very clearly what they're getting, what the zoning is. We couldn't get that from the county. That's why

we're here.

THE CHAIRMAN: Okay. All right. Thank you for addressing this one.

And now please continue with your presentation.

MR. SUMROCK: All right. My name is Curtis Sumrock. I'm a retired Coast Guard commander, and we currently reside in California, after 22 years of active duty service.

We owned this property from 2002 to 2005, and then sold the property but retained the lien as owner-financed mortgage. The property was then foreclosed in 2016 and we regained ownership.

After going through the foreclosure process, imagine our surprise when we discovered that the parcel had been rezoned in 2015. It should be noted that as a lienholder, we were not notified of the rezoning action. And we obviously resided outside the local area and were not aware of any public announcements or notices in local media.

In addition, the subject parcel of land was previously zoned as special development

district, as we just went through.

If you will start by taking a look at the three pages of Exhibit A, in the late 1990s, the southern portion of the parcel, consisting of approximately 9.6 acres, was surrendered and placed in a conservation easement in an agreement with the Florida Department of Environmental Protection in exchange for developing approximately one acre of wetlands along the frontage road of Sorrento.

Escambia County approved and issued a comprehensive site and utility plan shown in Exhibit B and issued permits for the construction of two steel commercial buildings, two other supporting structures, a parking lot area that included a handicap parking area, and corresponding utilities to support the infrastructure.

A retail nursery and garden center business was operated harmoniously as a commercial entity on the parcel from 1999 to 2015.

In addition, a commercial billboard that is owned and operated by Bill Salter Advertising permanently resides on the northwest corner of

the subject parcel.

The building permit for the billboard and location contract were recorded and approved by Escambia County, as shown in Exhibit C.

These massive advertising structures are not allowed to be constructed on residentially zoned property, but rather are reserved for commercially zoned parcels. And that is in accordance with the Land Development Code itself, 3.2.10(b)(8). A picture of the billboard is provided as Exhibit B.

As we all know, this is not -- this is not a structure that would be authorized in any front yard of LDR-zoned property.

With the knowledge of the previous agreement between Escambia County and the Florida Department of Environmental Protection, combined with the long history of commercial retail sales and use, it is difficult to comprehend why Escambia County would involuntarily down-zone this parcel to a residential district, which would effectively and unilaterally nullify the contractual agreement between the parties from around 1998.

After hundreds of thousands of dollars

were spent developing this parcel into a business entity, there is long evidence of a complete disregard of due process that may similarly affect many other landowners in this county.

This adverse government action affecting potentially so many landowners may be catastrophic to Escambia County.

And the taxpayers if the state of -- if the State of Florida Bert Harris Act is pursued by those affected by this arbitrary and capricious action that created this situation.

Can you imagine purchasing a home or a piece of property, leaving for a few years, and returning to find that the arbitrary zoning change had reduced the value of your investment by $200,000? Would you not fight with every bone in your body to rectify this injustice?

Protecting the rights of landowners is certainly important to Americans, including members of this community, similar in importance to the rights we expect and share for voting and our very freedom.

As a litmus test, if 100 or even 100,000 people were taken to this parcel or the concrete

plant next door, and asked if the property was commercial or residential, I am 100 percent confident, without one ounce of doubt, that 100 percent of them would conclude that this parcel is commercial, based on obvious evidence, including general appearance and the physical characteristics consistent with the business.

Given that, how is it possible that when a rezoning decision between commercial and residential -- between commercial and residential, the latter was chosen? Possibly just a massive oversight?

It should be abundantly clear that we are going through this process today and analyzing rezoning criteria because of the lack of due process.

If the course of action that the Planning Department recommends were to be followed all the way resulting in sustained LDR zoning, the property would be rendered useless and worthless, as Mr. Pyle pointed out, because it is not suitable for constructing a residential structure, and the costs associated with removing the steel buildings and large concrete foundations and altering the utilities would

simply be cost prohibitive.

As other concerned members of this community and the media outlets watch the broadcast of this proceeding, now we're in the future.

Everyone should be mindful that similar types of action are possible against other landowners, if this level of carelessness or reckless governance is allowed to continue without corrective measure.

Now you know the rest of the story, as the late, great Paul Harvey would say -- often say.

The knowledge of this parcel history and background is important in putting the analysis of the rezoning criteria into context and perspective.

Now let's look at each of the rezoning criteria.

For Criterion A, our findings are the requested commercial zoning is consistent with the FLU mixed-use category, as identified on the chart for the Land Development Code 3.1.3(i). So we ultimately concur with the staff findings.

It should also be noted that this parcel is currently zoned limited-density residential,

but Escambia County approved the Special Development District density and use of savings clause, Exhibit E.

Despite the staff's findings concluding consistency with the Land Development Code, they noted that the range of available uses, paragraph listed in FLU 1.3.1, does not mention commercial or general commercial activities.

This absolutely does --

THE CHAIRMAN: Excuse me just a second, sir.

Yes, I'd like to have the findings up there. So I just want to make sure we have the right thing for the board --

MR. SUMROCK: Well, these are in addition to my submitted findings toward the application.

THE CHAIRMAN: Yes, sir.

MR. SUMROCK: Okay.

This absolutely does not mean that commercial zoning and uses are not permitted in areas designated mixed-use suburban.

In fact, mixed-use suburban is specifically for a mix of residential and nonresidential uses in suburban areas where nonresidential uses include retail, commercial,

office, industrial, civic, or recreation uses per the Comprehensive Plan definitions.

MR. JONES: Mr. Sumrock, I want to be clear for the record.

Are you reading -- are you reading your findings that you gave or are those additional findings that you're reading? Because they're not part -- we've got to carry this to the Board of County Commission.

And if it's new information that you are reading that are not in our records, the board -- we've got to make sure -- I want to make sure you get --

MR. SUMROCK: I'm making my comments based on the findings of fact that you provided on record.

So I -- I submitted my application. You submitted -- and I'm responding to those, in addition to what I submitted.

MR. JONES: So are those findings?

MR. SUMROCK: This is my presentation. This isn't -- this is something I'm submitting.

MR. PYLE: He's making his case.

MR. SUMROCK: I'm making my case.

THE CHAIRMAN: Hold on. Time out. One

person at a time.

If I could just clarify, the reason I believe Horace is asking that is that when the board makes a motion --

MR. JONES: Right.

THE CHAIRMAN: -- they must base it on substantial, competent evidence, which is typically findings. And in this case, the findings say that it's not compatible, and so forth.

MR. SUMROCK: Correct.

THE CHAIRMAN: If you are presenting alternate findings that say it is compliant or compatible, then that's what he's asking you about, so --

MR. SUMROCK: I can -- I can submit the document.

MR. JONES: Yes, that's what I want you to do.

MR. SUMROCK: Okay.

THE CHAIRMAN: In that way, if the board wants to vote for your position --

MR. SUMROCK: Okay.

THE CHAIRMAN: -- they have findings which to --

MR. SUMROCK: I'll just have to do it at a later date. I didn't bring a copy.

THE CHAIRMAN: That's okay.

MR. SUMROCK: Okay.

THE CHAIRMAN: That's okay. We just want to be clear that's --

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: All right.

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: Go ahead.

MR. SUMROCK: Got it.

THE CHAIRMAN: I'm sorry.

MR. SUMROCK: So, in fact, specifically -- let me find where -- oh.

So we concur with Criterion A, with that additional note.

For Criterion B, our findings. The proposed amendment is consistent with the intent and purpose of the Land Development Code.

The primary intent of the district is to allow for more diverse and intense commercial uses than the neighborhood commercial allowed in mixed-use districts.

Along the section of Sorrento Road, there are other parcels zoned commercial and HC/LI, as

shown in Exhibit F, if you'll turn to that. The GIS data.

THE CHAIRMAN: Okay. And this document has handwritten area --

MR. SUMROCK: Yes, sir. So --

THE CHAIRMAN: -- as far as that.

MR. SUMROCK: -- it wasn't enough contrast on the -- on the printer. So I wrote in the area. But it's consistent with the other slides.

THE CHAIRMAN: Okay.

MR. SUMROCK: Okay.

THE CHAIRMAN: And you made those marks on this --

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: -- Exhibit F.

MR. SUMROCK: And I'm going to -- I'm going to address that.

THE CHAIRMAN: All right.

MR. SUMROCK: So . . . which is GIS current zoning map from the county Web site.

To get oriented, the subject parcel should be filed in like a barber pole in the middle of the page.

As you can see, land directly to the east

and northeast of this parcel -- east and northeast of this parcel cannot be developed because they are zoned in state conservation land.

The adjoining land to the northwest is a ministorage facility that is zoned commercial.

The land -- adjoining land to the -- directly to the west is a concrete plant that is operating HC/LI but zoned LDR. And we'll see it better in pictures to follow.

Without question, the neighboring uses surrounding the property are consistent with the proposed zoning. Taking a look at the wetlands map -- I don't know if we have ability to pick up the wetlands map up here -- provided by the staff shows the wetlands areas, the current zoning and surrounding parcels and geographic restrictions along Sorrento Road preclude the furtherance of continuous strip commercial development, as was previously discussed with the staff. In other words, there is simply no more land that is available for commercial or industrial zoning.

We wholeheartedly reject the staff's finding that Criterion B is inconsistent. The

staff findings for this criterion are confusing because they simply recite code for LDR.

The approach does not demonstrate or show that in any way commercial zoning is not consistent with the Land Development Code.

The applicable code guidance for commercial rezoning listed in Section 3.2.10(f) states, "Rezoning to commercial. Commercial zoning may be established only within mixed-use suburban, mixed-use urban or commercial future land-use categories.

The district is appropriate to provide transitions between areas zoned or used as high-density mixed-use and areas zoned as heavy commercial or industrial.

Referring to Exhibit F again, you can see that the subject parcel is clearly situated between a high-density mixed-use and commercial areas to the east, which is that Blue Angel Parkway intersection on the north -- top right, and heavy commercial industrial to the west near the Bauer intersection. That's that other heavy intersection to the -- on the left side bottom.

Therefore, the commercial zoning -- it is a textbook example of creating smooth and

logical transition between the applicable zonings.

Now turning to Exhibit G, which is a Google Earth screenshot showing residential structures in relation to the subject property, and contrary to the staff findings, once again, the cluster of parcels surrounding the subject parcel is clearly not a single-family residential area.

In fact, there is not a residential structure within 975 feet of the parcel driveway, and no residential structure is visible from the subject parcel in any direction.

In contrast, someone standing on the northwest corner of the property could throw a ball onto the property of the concrete plant and the ministorage facility, each of which share a boundary line.

If you look at the Exhibit G, you'll see there's a ring around there. And it shows the distance in the upper left-hand corner of the 978 feet for that ring.

Turning back to Exhibit F for a moment, in response to -- in response to Section 3.2.10(e),

location criteria, the staff findings did not provide any analysis for determination of location for this section.

Contrary to the unsupported conclusion they had, paragraph 3, infill development, satisfies the location criteria.

If you look at those criteria specifically, Sorrento Road is an arterial street by definition. The parcel is in an area with already established nonresidential uses, including the ministorage facility and concrete plant, which obviously have similar intensity as the proposed commercial uses.

The location would promote compact development and not promote strip commercial development because there is simply no more available parcels for commercial or industrial rezoning, especially considering the vast parcels of conservation property blocking most of the western and the entire southern, eastern and northern borders.

Given these facts, the location criteria is also clearly consistent with the Land Development Code.

All of the permitted uses of the proposed

zoning, not just those anticipated by the rezoning applicant -- I'm sorry. In the wrong section.

We're going to move on to Criterion C. The proposed amendment -- Criterion C is compatibility with the surrounding uses.

The proposed amendment is compatible with surrounding existing uses in the area. The definition of compatible in Chapter 6, which was not provided by staff, of the LDC states, "A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time, such that no use, activity or condition is unduly negatively impacted directly or indirectly by another use, activity or condition. What does that mean in more simple terms? Neighbors that can live side by side.

As previously noted with the visual aid in Exhibit G, there is -- there are clearly other commercial and industrial land uses and activities in the surrounding area adjoining to this parcel that are absolutely obviously similar and commensurate with commercial zoning.

Within a 500-foot radius, there's a

ministorage facility, and as we talked about, a commercial concrete plant.

On the southern border, the entire southern border of the property is buffered by that conservation easement that we started off talking about that was part of the agreement with the Florida Department of Environmental Protection seen in Exhibit B.

The eastern border, referencing Exhibit G and K, which is the last . . . last exhibit, is a photo of the northwest border that you can see a single-lane dirt-access road running parallel along the eastern border that leads to a single-family residence that is approximately 1,150 feet from Sorrento Road. The residence is not visible from the subject parcel nor north of the conservation easement.

Referencing back to the wetlands map -- if I can go back to the wetlands map -- provided by the staff, protected wetlands also consume approximately 50 percent of the land mass from Sorrento Road, which is on the right side of that top right corner. You can see that the -- going into that other parcel. About -- It's approximately 50 percent of the land mass from

Sorrento Road down the access road about 400 feet.

As such, no building development can be pursued in this protected area, so a determination of coexistence is not necessary because the road is the only developed feature.

On the northwest border, the subject parcel is zoned conservation and vacant, so a determination of coexistence is also not necessary. Excuse me. A lot of talking.

The northwest border, if you turn to Exhibit I . . . this may blow your mind from the last meeting . . . you will see a picture that I took on Sunday.

You can clearly see that the ministorage warehouse has about 45 feet of shared border. And it is obviously compatible with commercial uses. This was not brought up in the last meeting. Said there was no overlap.

On the western border, this border is primarily the concrete plant that was also involuntarily downzoned from a special development district to LDR in 2015, despite operating HC/LI since 1993.

It is true that compatibility with the

current land use should not be considered because it is nonconforming with LDR.

However, it should be noted that both the subject parcel and the concrete plant parcel were SDD conforming and subsequently made nonconforming by Escambia County Administrative Act, rezoning in 2015.

Nonetheless, for the purpose of a compatibility analysis, the proposed uses of the subject parcel can reasonably coexist with a future LDR use.

If you would please turn to Exhibit H, this is another Google Earth screenshot that shows all of the development on the subject parcel, which includes two preexisting commercial buildings, a parking lot with a concrete handicap spot, greenhouse supported by a concrete slab, and respective infrastructure and utilities. They are all located on the eastern -- if you'll notice, everything is on the eastern part of the property.

If you'll see the yellow line going through the middle that's been highlighted with a distance of 295 feet, this means that the vast majority of the commercial uses will be

concentrated a distance of 295 feet from the western border. That's a long ways.

If you now turn to Exhibit J, this is a Google Earth screenshot of the northwest corner -- that's this one. It's a little different orientation.

This is a Google screenshot of the northwest corner looking westward towards Alabama. You'll have noticed that -- you will notice that from the northwest corner point southward to the beginning of the wetlands, which is where the trees start, there is only a distance of 62 feet, which means there is very little exposure along this entire border.

Now referencing back to Exhibit H -- sorry for going back and forth -- you can see that usable upland property tapers from the northwest to the southeast along the back side of the upland property, leaving only a relatively small area abutting the two parcels.

Exhibit I, going back to this photograph of the western border, a photograph of the actual area shows this area is extremely dense, with mature trees and vegetation. So the parcels are virtually isolated.

Sharing only 62 feet along the northwest border minimizes the potential impact of uses and actions on either side, and thereby supports coexistence with limited-density residential.

In summary, we again reject the staff findings for this criteria, and we have demonstrated how the rezoning is completely compatible with surrounding uses.

Moving on to Criterion D, appropriate if spot zoning, the most probably confusing part of this application. It means if spot zoning, is it appropriate? Spot zoning is not illegal or inappropriate by itself.

The proposed amendment may or may not create spot zoning, based on which definitions are used for the law -- termed contiguous and adjoining, which are not further defined in Chapter 6 of the Land Development Code.

However, if you turn once again to Exhibit I, which is the picture here, the subject parcel clearly shares approximately 45 feet of border with the miniwarehouse to the northwest that is zoned commercial, although this is separated by a public right-of-way.

For instance, gauging -- for instance,

gauging -- each rolling door on the ministorage building is about 10 feet across. In addition -- so there's about four-and-a-half doors down is the area that we share.

In addition, the parcel shares a border on the western boundary with the concrete plant that is operating HC/LI.

It is extremely important to understand that this criterion is based not solely on spot zoning, but rather on appropriateness if there is spot zoning is determined.

Even if it was determined that spot zoning is created, a spot zoning case -- the commercial activity is appropriate because it is consistent with and furthers the purpose of the Escambia County Comprehensive Plan and FLU category, as previously referenced.

You will find the staff provided definitions of spot zoning, but there is literally no analysis or determination of appropriate, which is the entire objective of this criterion.

Government planning Web sites and published legal articles overwhelmingly and consistently reference compliance with the

Comprehensive Plan and the respective FLU category for determination of spot zoning and appropriateness.

Furthermore, the Land Development Code, Section 2.7.2(b)(4) provides the guidance for determination of appropriate spot zoning.

In accordance with this section, one must determine if the difference between the districts would be minor or sufficiently limited, which is on the directions.

This pertains to the current limited-density residential border on the east and west side. On the eastern border, again referencing Exhibit H, which is this, and the wetland's slide provided by the staff, the upland property is only a strip of land wide enough for an access road. And the majority of the remaining frontage property is designated wetlands. That's the eastern boundary with the road going up and down.

Therefore, as also shown in Exhibit K, there is literally no impact to that neighbor, an LDR parcel, that would result from a rezoning change because the access road is the only developed feature, and there is a line of mature

trees and heavy vegetation that completely isolates and buffers the two parcels.

Turning back to Exhibit I, which is a picture, on the western border, there is only 62 feet of shared border that could be accessed from either side of a 10-foot fence that also separates the parcels.

The border area consists of mature trees and dense vegetation that completely isolates and buffers the two parcels as well. Because this is a very small area of shared boundary with virtually no exposure between the parcels, there is literally no impact that would result from a zoning change.

These physical limits on the borders unquestionably make the difference between the districts or zoned parcels minor or sufficiently limited, per the directions.

As such, rezoning of this parcel to commercial results in no adverse impacts on adjoining parcels. Because all other surrounding parcels are zoned conservation in perpetuity or have development restrictions due to the presence of protected wetlands, it is not possible for rezoning to impact these areas in

any perceivable way.

Because of all these reasons, the rezoning requests were to be determined by spot zoning -- I'm sorry. Because of all these reasons, if the rezoning request were to be determined as spot zoning, it is unquestionable that this rezoning is appropriate and consistent with the Land Development Code in all aspects.

Moving on to the last criterion, E, it's appropriate with changed or changing conditions. Once again, if there is a change, is it appropriate is the question.

The land uses and development conditions within the area surrounding the property of rezoning have not significantly changed. Because of this, this criterion -- the criterion of this approval condition is already compliant and consistent with the Land Development Code.

The surrounding commercial businesses have been operating for an extended period of time. Development sprawl has not taken place and is not possible because there is simply no more land available in the surrounding area that can be zoned to support commercial or industrial uses.

In response to the staff's findings, the rezoning application is much more different than the original submission presented to the Planning Board on 8/6/19, as you now hopefully have seen.

Included in the current application is relevant history, zoning and land-use data that was not previously presented or considered by either party and much more in-depth analysis of all the criteria.

The staff findings in this criterion simply provided only a definition of sprawl but did not provide any level of analysis or any level of determination, once again.

In any event, a haphazard development pattern of any kind is simply impossible because of the permanent land zoning constraints surrounding the subject parcel.

Wetlands also dominate much of the geography in that area, as you know, which naturally prevents sprawl and to environmentally sensitive areas that are protected by local, state, and federal law.

In closing, I understand that much of this presentation is technical in nature, and was --

and I appreciate your patience. We have gone to great lengths to prove beyond a reasonable doubt that this application is unquestionably consistent and in accordance with the Land Development Code and Comprehensive Plan.

And we believe it should be supported and recommended, based on these objective criteria alone. Thank you.

THE CHAIRMAN: Thank you, sir.

I did have one question for you. And Horace also would like for you to speak to this. You mentioned in your presentation the installation of the billboard on the property.

Would you clarify the dates that that was done? And was that something that you were party to, or was it the previous owner when you held the owner financing on the property?

MR. SUMROCK: Yes, sir.

Referencing on C -- I know you haven't had time to look at it -- that was part of the previous owner's dealings. And it was on -- the agreement date was on the 18th day of May in 2001. So it was just prior to us taking over the property.

THE CHAIRMAN: Okay. So that was

installed in 2001.

MR. SUMROCK: The agreement was signed in 2001. It probably wasn't -- it was probably -- I'm not sure if that's after it was built or before it was built.

THE CHAIRMAN: Okay. You took --

MR. SUMROCK: I took ownership when it was already built.

THE CHAIRMAN: Okay. So it was there when you took over.

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: Okay. Horace, anything you'd like to add on that?

MR. JONES: I would like to add on that that there were and there still are billboard regulations in place.

But the placement of the billboard is -- I know you made reference, but it's not -- it's not applicable for the use of the land, the rezoning criteria.

Again, one of the rezoning criteria is that you cannot use nonconforming uses as a -- as an avenue of venue going forward. To make sure you've got the appropriate zoning going forward, so --

THE CHAIRMAN: Right.

MR. JONES: -- just as it was there, nonconforming, just like that he made reference to the concrete plant, all of those things are nonconforming uses. And it's clear you cannot use nonconforming uses to establish better zoning principles going forward.

THE CHAIRMAN: All right. I understand.

And ignoring the nonconforming use, I was trying to figure out the timing of when it was placed there and what zoning or procedure was covered at the time when it was approved.

And now I see that it's actually before he took ownership of the property, so . . .

MR. JONES: Right. And the state did have guidelines on that. The state still does, and they did have guidelines.

Again, we do not know when it was placed. Could have been a replacement. But there were previous old billboard guidelines. But, again, it could have predated zoning at the time. We just don't -- we just don't -- because the state covers all of those things.

MR. SUMROCK: Mr. Chairman, can I address that?

Couple things I'm not sure are real accurate there.

First of all, it was built around that time because I even talked to the person at the Bill Salter Advertising. So it was not preexisting, and it is a very modern structure.

And the other thing is that we were zoned SDD. And we've had long discussions about SDD, and we have a difference of opinion.

But SDD basically was, if you have wetlands on your property, you're not going to get commercial. You're going to get SDD. That's what it basically boils down to.

Because there's a section in paragraph 13, which Mr. Jones says doesn't apply anymore because we took the zoning away, but that we fell under when they built this is, we are construction -- or we are commercial, but they don't want to give it to you because they had a special development district that was specifically for protecting wetlands properties. That was the -- that was the key to this. Okay.

So when they went back through it and they said, "Oh, let's get rid of this SDD. We're going to send everybody to LDR. We don't care

what you've done with the property."

Come on, guys. We put $200,000 worth of investment into that property, and you're saying we're residential now? Well, we were perfectly conforming before. It makes absolutely no sense.

MR. JONES: Mr. Briske, if I may. And as I told Mr. Sumrock -- he's very, very passionate, which I understand. It's his property. Everyone has the right to be passionate about their property.

But I do want to say this emphatically: If he feels like that there was some takings or anything, there is -- and I told him this -- there is another process to -- for him to go through.

Again, the rezoning has to do with the set criteria. He's passionate about some takings and things like that. And I'm not going to address those things.

SDD did not -- had a very, very limited use of retail. He made the argument for staff. He really did. When you look at LDR, currently LDR is a low-impact area.

SDD was compatible because of all those

conservations. And when you bring in commercial to conservation, you're going to have some type of adverse impact.

Again, so that's why it was -- SDD is a low -- is a low suburban area because of the surrounding LDR. Got it converted properly. All of the wetlands.

So to go up to a higher-up zoning, a higher-up zoning to bring in more of an adverse impact on the conservation area on that suburban area, it is -- it is not -- it is not consistent with the threshold for the rezoning criteria.

He may can take another route if he feels like he had been adversely impacted, through another process which we call vested rights. That is a potential process you can go through.

But the rezoning criteria is basically, do you want to have upzone, this low impact area, to bring in more commercial uses?

And I -- and that would definitely impact this area. This is what we are here today for to decide on. The board made the decision unanimously last time.

His presentation definitely changed, but the facts of the land still exist.

THE CHAIRMAN: All right. Mr. Jones, you mentioned the vested rights option.

During your extensive conversations with the gentleman, has that been discussed as to what options may be --

MR. JONES: Yes, sir. Yes, we did. Yes, we did. Myself, Allyson Cain, Mr. Andrew Holmer. We had extensive conversation -- phone conversations with him. Yes, sir.

I made a Planning Board interpretation about that we cannot use the old SDD, as far as those other uses. And back in the email.

So I told him he could have challenged that. But, again, his intent -- I'm speaking for him, but I think it's clear -- is to get that higher-up zoning from LDR all the way up to commercial. That is an extensive transition that would definitely have an adverse impact on that area of low-impact suburban area.

THE CHAIRMAN: Okay. And we're going to take a break here just for a moment.

But I understand why Mr. Pyle made his opening comments because obviously this is a very special case, and there's --

MR. JONES: Yes, yes.

THE CHAIRMAN: -- very special circumstances here.

When we look at the actual rezoning criteria, there are some issues there with this being upzoned, but we also obviously are sensitive to --

MR. JONES: Absolutely.

THE CHAIRMAN: -- you know, the fact that you bought a piece of property that you, you know, want to enjoy the uses of.

So that's, I think, what most of us are really wrestling with is, you know, where do we fall in there?

So I wanted explore all the options that he might have to try to remedy this.

MR. JONES: Yes, sir.

Mr. Briske, again, the vested rights -- that is -- that is an option. It's his burden of proof to make. If you want to go down that road, it's his burden of proof.

The savings clause is still there. I mean, there are -- there are -- I just can't promote going against the county, but there are other venues that could be available for him to make his case that he made so passionately

about.
MR. PYLE: If I may briefly, I may -- we sat in the same spot. And I said this is going to happen.
I called it on Gulf Breeze Highway. And it's going to happen on Sorrento Road. This is simply a collision of old, weak zoning. We did a good thing to go ahead and rezone. And this is inevitable.
However, it is not just as cut and dry as interpreting what we've set in place. Unfortunately, it's a small community. I know people who live in that neighborhood. I know the owners of the storage. I knew the previous owner. And I betcha everybody in here does because it's a small community.
There's a lot more to the story. And, quite frankly, I think that the applicant has made a great case. I am certain -- I'm not trying to rile up those speakers against. Feel free to come up and speak against. I'm going to listen, as I did last time.
But what I'm telling you is this is what I said. It's going to put the burden upon us as the board members to use our brain and interpret

these things because there may not be another avenue just as easy to go down to get what the applicant is after. It's going to be placed upon us. And that's our problem. And, unfortunately, that's where we are. And we're going to see this again and again.
THE CHAIRMAN: Okay. Sir, I'm going to let you have a brief statement. Then we're going to take a little short break, and then we'll come back.
MR. SUMROCK: I just want to say, the time to address these issues is before development. It's not after you've built it. You can't build a warehouse and then come down here and say, "You're zoned agriculture now. Tear down your warehouse." Who can justify that reasoning? You simply can't.
So reducing it down is not an option. I can't go down and tear out everything that's been put in over these years. That's my case.
THE CHAIRMAN: I understand, sir.
Yes.
MR. SAMMONS: I know that it's been recorded, but I just want to make -- I would like to have what he read from definitely

entered into the record --
MR. JONES: Yes, definitely.
MR. SAMMONS: -- as part of the file.
MR. JONES: Yes, sir.
MR. SAMMONS: Preferably as an exhibit.
THE CHAIRMAN: Sir, is that a motion to accept that document as an exhibit?
MR. SAMMONS: Yes.
THE CHAIRMAN: Okay.
MR. FEARS: Second.
MR. JONES: You'll have to give him a copy because that's not part of the record.
THE CHAIRMAN: Hold on, Horace.
Is there a way that we can make a copy?
MR. JONES: I'll be glad to make a copy, yes, sir.
MR. SUMROCK: Well, I prefer to come down and give you an electronic copy later because this has my notes and stuff on it as well.
THE CHAIRMAN: All evidence has to be entered in today into the record.
MR. SUMROCK: Okay. If you want to keep -- if you want to deal with my notes. I just wanted to keep my notes as well, but --
MR. JONES: I'll give you a copy back.

I'll make you a copy back.
MR. SUMROCK: Okay.
MR. JONES: I just want to get to what you -- enter it for the record because --
THE CHAIRMAN: Because we're in quasi-judicial, all evidence has to be entered in today. We can't say you can bring it next week.
MR. SUMROCK: Okay.
THE CHAIRMAN: It has to be in today.
MR. SUMROCK: I understand. I understand.
THE CHAIRMAN: So, Gary, your motion is to accept that exhibit into evidence as alternate findings this gentleman read from.
MR. SAMMONS: Yes, sir.
THE CHAIRMAN: Okay. Do we have a second for that?
MR. FEARS: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Okay. So we will label that as Applicant Exhibit 2.

(Document received in evidence as Applicant Exhibit No. 2.)
THE CHAIRMAN: And that's alternate findings of fact presented by the applicant.
And if you'll work with staff during our little short break here.
Members of the public, I'll remind you, we are still in quasi-judicial session, so please do not address any of the Planning Board members if you see us in the hallway or the restroom or anything because we cannot talk to you at all. So just get that out of the way.
So we are in recess. Let's just take -- let's just take five minutes. And please come back quickly so we can get back into session.
(Brief recess.)
THE CHAIRMAN: All right. I'm hereby calling the quasi-judicial hearing for February 4th back into session. Please take your seats and come to order. Okay.
One quick housekeeping item before we go back into session. There's some information in the applicant's Exhibit 1 that will have to be redacted before it goes on.
Inadvertently someone's Social Security

number is referenced in there, and so we want to protect that information. So we're going to ask all of the Planning Board members to leave that exhibit here. The staff will take care of the redaction of that information. And that's the only thing that will be removed from the exhibit, is that Social Security number, which is not pertinent to the issue today. So just wanted to get that on the record.
Okay. Mr. Sumrock, do you have anything else before we go into public comment?
MR. SUMROCK: I don't, sir.
THE CHAIRMAN: Okay. Thank you.
Okay. At this time we're going to go into the public comment portion. And we do have a lot of speakers signed up.
We are going to have a timer, and we have to stick to it because this room is being used by the magistrate at one o'clock.
Please, please, please keep your comments consistent with one of these five areas on the board. If you're going to get up and start talking about traffic, and stormwater, and things that are done through the Development Review process, it's not pertinent to our

decision. It has to be addressed to one of these categories.
These are the only things we're allowed to vote on by law. Okay? So we must vote on these. So please keep your comments to those.
For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on approval conditions and exceptions described in Section 2-102 of the Land Development Code.
During our deliberations, the Planning Board does not consider general statements of opposition or support. Please limit your testimony to the approval conditions and exceptions described in 2-7.2.
And also please note that only individuals here today giving testimony on the record will be allowed to speak at the subsequent BCC meeting.
Our first speaker is Mr. Fred Thompson. Not on this one? You had 20-02?
MR. THOMPSON: No, sir.
THE CHAIRMAN: Okay. Okay. We'll get you over there. Okay.
Chris Dosev. Sir, if you'll please state

your name and address for the record.
- - -
CHRIS DOSEV, upon being duly sworn, was examined and testified as follows:
- - -
MR. DOSEV: Chris Dosev. I'm a resident of Pensacola. My address is 1725 Whaley Avenue.
THE CHAIRMAN: Good morning, sir.
MR. DOSEV: Good morning.
THE CHAIRMAN: And thank you for your service to our country.
MR. DOSEV: Thank you.
THE CHAIRMAN: You may proceed.
MR. DOSEV: My concern is, and one of the things that I hadn't heard mentioned, is the military mission and encroachment.
In this particular location with commercial, there's a possibility of future use as multifamily residential.
And my concern would be if that were to be the case, that encroachment on the military mission would be detrimental not only to the military community but also to the civilian community because that impacted -- if, as many of the other area -- local areas have done, like

Whiting Field -- around Whiting Field and Eglin, they've done everything they could to prepare themselves for any possibility of a future BRAC. And they're doing these things, and they're trying to incubate their communities so that they wouldn't have issues with potential future residents living in very close proximity to military bases and the possibility of new tenant comments coming in that would impact people's just normal day-to-day living, with noise and operations.

So, you know, one of the things that I wanted to illustrate to that point is a perspective.

When I first came into the Marine Corps back in 1984, we were at the rifle range. And a gunnery sergeant, crusty old gunnery sergeant, made it clear to us -- that two officers, future military officers -- that we would be responsible sometime in the future for maintaining and securing those areas that we have now for military operations.

And my -- two of my own classmates when I was the assistant commandant of the Marine Corps, responsible for that sort of thing. And

the other one happens to be the general in charge of First Marine Division on Camp Pendleton.

And that's really where we were always concerned. California is a growing state. And all these people love the beach. And here you had this base right on the water.

Similar situation here, where, if you look at south of Sorrento Road, those areas, a lot of them currently wetland areas.

So it allows itself that in the future that there wouldn't be development. So I think that it would be in the best interests of the community to heed those things, and not make it or allow future development that would cause due burden -- or undue burden on the military, and also that potentially provide people that move or work in those areas or live in those areas a conflict. And so that's what I'm here to discuss.

And thank you very much for taking the time.

THE CHAIRMAN: Thank you, sir. And you're exactly right. The mission of the Navy here is very important. We actually have Steve on our

board here, who is a representative from the Navy.

I'm going to let him speak to the AIPD-2 zone that this encompasses.

Steve, you have the floor.

MR. OPALENIK: Yes. Thank you, Mr. Chair.

So AIPD-2 is where this property sits. And unlike AIPD-1, which is directly underneath our most used flight paths, is of less concern as far as our air installation compatible use zone.

That is the book that we have or the study that we have that is in agreement with the Land Development Code. It's adopted by the county also.

So in this case AIPD-2 is outside of our primary flight path. That's not to say that we won't overfly it. That's not to say that there won't be noise.

When I look at the density, density is certainly the concern. As Mr. Dosev was pointing out, density is not our friend when it comes to air installations.

We don't have the study that says the Navy absolutely disagrees with this, but we certainly

have concerns.

Anytime that there is a density of 25 dwellings per acre, that's a concern for us. Could we stand on the desk and stop it? No. We could recommend against it.

And in this case, my concern would be the future development. We don't know the -- we don't know the use of this property, but the concern of density is certainly a concern for our mission, and certainly future development in that area is a concern for our mission.

THE CHAIRMAN: Thank you, Steve. And just for the record, if you would just please state your full name and your position as part of the board here and with the Navy.

MR. OPALENIK: Yes. Steve Opalenik, the community planning liaison officer for NAS Pensacola.

THE CHAIRMAN: All right. Thank you, sir.

Our next speaker is Brian Barr.

Okay, sir. Please be sworn in and state your name and address for the record.

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BRIAN BARR, upon being duly sworn, was examined and testified as follows:

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MR. BARR: Brian Barr, 762 Halcyon Circle, Pensacola, Florida 32506.
THE CHAIRMAN: Yes, sir.
MR. BARR: My business partner -- good morning, and good morning.
My business partner and I built -- McLendon's back there. We're the ones that have the contract on the property. We've had that contract now for over a year, trying to get this to go through.
I guess I'd like to just try to put at ease some of the rumors that were flying around last time. And that is, we're not out-of-town corporate developers. We're both from this area.
I grew up on Perdido Bay. Bill grew up in Seaglade. We both worked at Holiday Harbour Marina. We both attended the same church on Innerarity Point for over the last 20 years.
We've started a business 19 years ago, Test and Balance. It's more like an engineering firm. We test commercial systems, certify operating rooms, stuff like that.
We need an office. That's our primary reason we're trying to buy this property, is for

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an office.
And I don't think -- I don't -- in anything we do -- Billy has four kids. We had one. We have nine people working for us with families, all with kids. Anything we do out there is going to be family friendly.
I don't think you'll find a better steward for that property than us at this time. That's all I wanted to say for now.
THE CHAIRMAN: All right. Thank you, sir.
MR. BARR: Thank you.
THE CHAIRMAN: Michael Russo.
I'm going to say the same thing for everybody. Come up, be sworn in, state your name and address for the record, and then just start going, so we can save time.
So go ahead, sir.
- - -
MICHAEL RUSSO, upon being duly sworn, was examined and testified as follows:
- - -
MR. RUSSO: Michael Russo, 4607 Calle Ventoso, Pensacola 32514.
I am actually the broker for this property with Mr. Sumrock.

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I have been in Pensacola here, residing for 37 years. I've been a broker since 1994, and I've had a real estate license since 1986.
And I've got a bunch of stuff to read, but I'm going to just go straight out with it and say, some of this stuff that we get involved in -- and I've sold many a property up and down that Gulf Beach Highway, Sorrento Road. And it is absolutely ridiculous what we run into. Okay.
This doesn't fare well with any taxes or anything that -- that the county is going to lose. There's going to be more lawsuits. There's going to be more everything. So this may be a good example to get things straightened out. You're the board. Okay.
There's been many, many inconsistencies when I visited the Planning and Zoning Department, even with my own property. Okay?
So let there be no mistake about it. Okay? This is not textbook. Not everything is all black and white when you do this stuff. That's not the case. Okay?
The LDR zoning and all that stuff is just crazy. Inadvertently they just go and change

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things. That doesn't fare well with the community.
There's a lot of people that I know that are angry, without a doubt. They are angry. Okay? So I would just tell you this: I'm still a broker. I'm not going anywhere. And you'll probably see us again, because this is -- this is crazy. What is all happening here is just crazy. It really is crazy.
So, in the meantime, a broker from 1994, still in business and going to continue to do business. And I just wanted to speak my opinion.
Thank you.
THE CHAIRMAN: Thank you, sir.
Karen Sindel.
- - -
KAREN SINDEL, upon being duly sworn, was examined and testified as follows:
- - -
MS. SINDEL: Karen Sindel, 14 Star Lake Drive, Pensacola.
First let me thank you for your willingness to serve in this capacity. As someone who did this job for literally under

five different Commissioners, I understand the work that is involved.

Second, I'm here to support staff's findings. Their due diligence with this case is what they do with every case. They take their time, and they come back to you with as clear and definitive answers as possible. And that's not always easy.

Our community spent many years with no zoning, and then we spent years trying to correct some of the sins of the past by a Comprehensive Plan, land use, future land use, Land Development Codes.

I sat and helped craft, along with Mr. Briske, a lot of that message. That included taking -- what was it, Horace? Like 48 different zonings?

MR. JONES: Yes, ma'am.

MS. SINDEL: And trying to pare them down.

When you go through that process, you realize that you are not going to make everyone happy.

MR. JONES: Absolutely.

MS. SINDEL: But you also understand that you're doing what's known as planned smart

growth, planned smart growth.

The decisions you make aren't always about what's happening today. It's what we need to happen in five years or ten years down the road.

A big concern of ours because, number one, I live on the west side. Number two, I'm the wife of a Naval aviator.

So the protection of our community's largest employer, which is NAS Pensacola, always factored into the conversations that we had. Always.

Not just the protection of today's flight path, but the protection when the Blue Angels moved to the Super Hornets, the protection of future potential military operations on that base.

We've had lawyers come before us, great lawyers, who have threatened Harris takings before, but the bottom line is that you oftentimes have to look at the good of the community versus the needs of one.

There's a lot of times people buy land in this community and they're able to immediately go and do what they want to do with it.

There's other times when it's square peg,

round hole, and they have the opportunity to come before you or go before the Board of County Commissioners. There's always an opportunity for discussion.

The conditional -- the conditions under which you legally make your decision to agree or to deny may look arbitrary to someone who's not familiar with our community, but trust me. They have been extremely well thought out.

I cannot stress enough that when you take any kind of development into consideration on the west side over by NAS or more west of us, even around the Sorrento Road area, the concerns about protection of the NAS mission today and in the future is critical.

NAS Oceana will tell you, if you have anyone you run into, that was their -- just before 9/11, it wasn't the concern of flights, as much as it was the concern of the disturbance requests that were coming. People calling in saying, we moved into this apartment complex or we've moved into this neighborhood, and we're very unhappy with the noise we're having to deal with.

And Stephen will tell you, the base will

not come here and tell you not to do this, but they will tell you that they can foresee using a crystal ball that has worked well, the problems that are going to occur.

And we do not want to be putting another nail in the coffin of creating issues for NAS or for the Blue Angels.

Again, thank you so much for your service. I can't tell you how much I appreciate the work and the effort you do.

Thanks.

THE CHAIRMAN: Thank you, Karen. And thank you for your service. We certainly miss you on the board.

MR. JONES: Absolutely.

THE CHAIRMAN: She indicated she was a long-time member of this board, so . . .

All right. Carole Tebay.

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CAROLE TEBAY, upon being duly sworn, was examined and testified as follows:

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MS. TEBAY: Carole Tebay, 4060 Indigo Drive, Pensacola.

I have a map that I'd like to enter into

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evidence. Do you want me to describe it first?
THE CHAIRMAN: Yes. Just stop her timer for just a minute while we do this procedural.
Could you just describe what it is, how you acquired it, and just in general?
MS. TEBAY: Sure. I got this off the FDEP Web site. It's about the Perdido pitcher plant prairie.
THE CHAIRMAN: Okay.
MS. TEBAY: It's a map of the existing parcels and the parcels that they hope to acquire as part of the Perdido pitcher plant prairie.
And it shows in the middle as the -- where the subject parcel is. And the development is kind of an in-holding within the Perdido pitcher plant prairie.
THE CHAIRMAN: Okay. If you would just share that with the staff members for a minute there.
MS. TEBAY: And I just want to remind y'all that this is an in-holding in the Perdido pitcher plant prairie, which has been set aside to protect the water quality of Perdido Bay and the Big Lagoon.

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THE CHAIRMAN: Okay. And hold on just a moment. Let's take care of a procedural matter.
MR. SUMROCK: I just want to be privy to all the evidence that's presented.
THE CHAIRMAN: Yes, sir.
MR. JONES: Yes, sir.
THE CHAIRMAN: Do we have a copy for the applicant? We'll get you a copy of that.
To follow up on the document that you're submitting, that information came off of the Internet site, and you personally pulled that information?
MS. TEBAY: I did.
THE CHAIRMAN: Okay. In preparation for today.
All right. Board, Chair will entertain a motion to accept Mrs. Tebay's exhibit for consideration.
MS. TEBAY: I didn't pull it off for today. I pulled it off quite a few years ago. It's from 2016.
THE CHAIRMAN: Okay.
MR. FEARS: Motion to accept.
THE CHAIRMAN: Okay. Do we have a second?
MR. PYLE: Second. Sure.

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THE CHAIRMAN: Second.
All right. Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Okay. We're not quite sure how it's going to fall into these criteria, so you're going to have to tie that into one of these criteria for it to be pertinent --
MS. TEBAY: I felt it was --
THE CHAIRMAN: -- for our discussion.
MS. TEBAY: -- consistent with the Comprehensive Plan.
THE CHAIRMAN: Okay. Go ahead with your --
MS. TEBAY: So all I'm doing is pointing out that this is an in-holding in the Perdido pitcher plant prairie, which was set aside to protect the water quality of Perdido Bay and Big Lagoon.
And so it's -- it would normally have been brought up as conservation probably, if it

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hadn't already been developed.
THE CHAIRMAN: This particular parcel, the subject parcel, is not part of this. You're talking about the surrounding properties --
MS. TEBAY: Right.
THE CHAIRMAN: -- just to be clear.
MS. TEBAY: This property, the concrete property, and the storage houses, and the little one-street development are all in in-holding in the middle of Perdido pitcher plant prairie.
THE CHAIRMAN: Okay.
MS. TEBAY: In a perfect world, the whole thing would have been set aside, but there's this in-holding there.
THE CHAIRMAN: All right. If you'll start the timer again, please.
MS. TEBAY: That was my -- the extent of my comment.
THE CHAIRMAN: Okay. This is Tebay Exhibit 1.
(Document received in evidence as Tebay Exhibit No. 1.)
THE CHAIRMAN: Okay. Thank you, ma'am.
Medora Mullins.

MEDORA MULLINS, upon being duly sworn, was examined and testified as follows:

MS. MULLINS: I'm Medora Mullins. I live at 11557 Sorrento Road, which is diagonally to the northwest of the parcel that we're talking about.

I do agree with Planning staff's findings and their recommendation to deny the request of commercial zoning for that parcel.

Being zoned commercial would be allowing the possibility of too many other types of businesses that would be inappropriate to the neighborhood.

However, personally I have no objection to the type of business that I've been told wants to move in there, using the existing infrastructure and buildings and things that are already there that wouldn't be making any changes.

But I think it does not need to be rezoned commercial, but that the owners need to pursue the other avenues of being able to have a business there that were alluded to by staff. So I think that's what they need to do, rather

than a rezoning to commercial.

Thank you very much for the opportunity to speak.

THE CHAIRMAN: Thank you.

Larry Downs, Jr.

LARRY DOWNS, JR., having been previously sworn, was examined and testified as follows:

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

As usual, we hear all the reasons why we can't -- you know, can't have property rights.

I'm for allowing these people to have their property rights to be able to sell this property and utilize it as they see fit.

The new -- the new purchasers, Mr. Barr, I believe it is. Yeah, Brian. I do believe they'll be good stewards.

Now, of course, you can use the -- you can use the -- you know, everything from traffic to wetlands to snails to -- you know, to military flight patterns. You can use everything to deny people's property rights. It's just wrong.

It's wrong.

Our military has the whole Gulf of Mexico. They can take off and go right out there. There's going to be a school going right down the road from the same property that's going to have 1,000 kids and however many teachers. My wife's one of them.

My kids went to Pleasant Grove Elementary School, right in the flight path. So what? Ain't none of us getting out of here alive. Let's try to live free. This is ridiculous.

I mean, come on. Is that -- you know, you think I raised my children to be -- to be this? This is -- this is a matter -- I mean, life, liberty and pursuit of happiness if it's -- if it's authorized and dictated and mandated by government is not -- that's -- that's not what this is.

I mean, I made so many notes, I don't even know where to -- you know, and we can't even fight y'all because y'all got our taxes. Not y'all per se, but our government.

Our taxes. We gotta -- we gotta pay for attorneys. We have no rights here. We have to prove. We have to -- the burden of proof is on

us. Y'all the ones changing property zoning. Y'all are the ones denying property rights.

Why is the proof on us that, hey, this was built in such and such time or authorized -- authorized -- by mommy and daddy government?

That's not what -- this is -- I mean, I listen to so much of it, I don't even know where to start, you know. I mean, we know the government's going to put a school in there. I advocated for it.

They gotta have a place to go to school on this side of town. That supplies a school for -- elementary school for military families to go to. They're going to it right now right in the flight pattern, the Pleasant Grove Elementary School.

I mean, all the language. And Horace did a good job of explaining this government overreach. He does an excellent job of it. It's his job.

Doesn't change the fact that every one of us know right here (indicating heart) -- we know right here that this is just not the way this country was founded. Prosperity was not created upon this mess, and it can only do more harm

than good.
Thank y'all.
THE CHAIRMAN: Thank you, Mr. Downs.
Suzanne Wells.

SUZANNE WELLS, upon being duly sworn, was examined and testified as follows:

MR. JONES: Thank you, Larry, for your vote of confidence.
MS. WELLS: Hey. I'm Suzanne Wells, 3298 Nighthawk Lane.
I'm president of the homeowners association there.
I do recognize that this zoning request being denied for commercial could potentially render the property useless, as has been said.
The potential buyers -- and I emphasize potential -- state they will only have office space with minimal traffic in and out of the property. And I understand that. But how long will they have the business? To whom will it be sold after that?
And with that being said, I still support the staff findings that the property should not

be rezoned to commercial. If it's rezoned to commercial, there is no assurance about what type of commercial business will be in there now because they are potential buyers or what would happen in the future.
Thank you.
THE CHAIRMAN: Thank you.
Jennifer Powell.

JENNIFER POWELL, upon being duly sworn, was examined and testified as follows:

MS. POWELL: Jennifer Eicher Powell, actually, but technically.
11535 Sorrento Road. I am in the little parcel next door. And I'd like to reiterate everything that Ms. Wells said.
I firmly agree there is nothing stopping someone from owning a business for a couple of months and then putting in another starter place right next door.
And I agree with the county's findings. Again -- well, not again. But I hear what you're saying about the current landowner and distress, and . . . Where was I going with that?

Retail shop. Yes, the address, that there was a retail shop in there. I stopped at that store a number of times. When I was there, I never ever saw another customer.
That is completely different from having heavy commercial use. And I would totally be okay with a nursery or floraculture or something like that being put back in there.
But going from where it is right now to apartment complexes, heavy -- expanding the concrete plant -- I mean, opening up to commercial is anything.
So thank you.
THE CHAIRMAN: Thank you.
Now, a clarification. Some of you that turned in speaker request forms, I just want to make sure I have you for the right case.
Mr. William McLendon, I believe you just turned in one that says Z-2020-01.
That case has already been heard earlier. Is that --
MR. McLENDON: That was a mistake. I'm the other purchaser of this property.
THE CHAIRMAN: This one.
MR. McLENDON: Yes, sir.

THE CHAIRMAN: Okay. Well, then come on forward. It's your turn.

WILLIAM McLENDON, upon being duly sworn, was examined and testified as follows:

MR. McLENDON: My name is William McLendon. I live at 11320 Seaglade Drive. I moved into Seaglade in 1965. I've been living -- so I've lived in the flight path for more than 50 years. And it's a glorious place to live. My father was a Naval pilot, and, you know, it's -- it's . . . so I want to develop the piece of property with Mr. Barr.
We've been in business for almost 20 years together. And we need an office. And we've been paying taxes in this county for almost 20 years now, supporting, you know, nine other families. And that's about all I can say.
THE CHAIRMAN: All right. Thank you, sir.
(The following speakers' forms were not supplied by staff, so names and/or addresses may be misspelled:)
THE CHAIRMAN: Okay. Mr. William Beach. You didn't indicate which case you wanted to

speak on.
MR. BEACH: It's the other case.
THE CHAIRMAN: So it's the OSP. We'll just put you down for OSP, and when we get to that.
Okay. And Fred, I know I kind of already asked you this. There says 2020-02. And you had one in for the OSP 2019-01. Did you want to speak on this case?
FRED: No, sir.
THE CHAIRMAN: Okay. So these are just for the OSP cases?
FRED: That's correct.
THE CHAIRMAN: Okay. All right.
And same thing. Ms. Pino, you did not want to speak on this one or you do?
MS. PINO: I do.
THE CHAIRMAN: You want to do both. Okay. So come forward on this one. And this is you had a 1 on here, but there is 02.
MS. PINO: Sorry.
THE CHAIRMAN: So just to clarify. Okay.
MS. PINO: Thank you.
THE CHAIRMAN: All right. Go ahead.

MELISSA PINO, upon being duly sworn, was examined and testified as follows:

MS. PINO: Melissa Pino, 413 Southeast Bauritz.
Once again, I'm so sorry about the position you guys are in with this stuff constantly. I don't know how you do it. I really don't.
I mean, I'm sitting watching this going, will we lose a member of this Planning Board after today? Because people just can't stand going through this anymore. I mean, it's horrible.
Mr. Dosev's comments about encroachment, to my mind -- I'm going to be candid -- it's campaign stumping during a quasi-judicial meeting, which is why we have the camera close down shop.
And those of us who are aware of the politics indeed do know that encroachment is being used all over the place these days as excuses against particular kinds of development. That's not to say I don't take it seriously.
I live on Navy Point. Actually, I love

the argument because we're getting set to try to knock our land use down from MUU to MUS, and maybe we can use the flight path argument to do that.
But until then, with all due respect to Ms. Sindel, most people realize it's nothing but a red herring. Of course, everybody's going to use every argument they can.
And as you've stated over and over, this is about the criteria, right? And that Ms. Sindel recognized clear and definitive criteria.
Anyone in this room with ears can tell that the property owner made another case on the criteria. And I'm sorry. Horace, I gotta tell it like it is.
He was more precise. He was more detailed. He stuck to the language more. He wasn't vague. I listened to all of the staff findings on every single one of those criteria. He knocked it out of the park. Absolutely knocked it out of the park.
What argument can you make? You don't even need to make the general argument of in what universe have we gotten to where you're going to take away the rights of somebody that

spent $200,000 in steel structures for their property? What's he going to do? Tear them down?
Now, I'm usually side by side with Ms. Tebay on the pitcher plant stuff. And I don't want to downgrade her concerns, but there is plenty of conservation buffer on this property.
So, you know, one of the other -- the concerns that was raised was the expansion of the concrete plant.
Correct me if I'm wrong. They couldn't do that, just with this zoning change. The land use would hem them in from that concrete plant expanding. And I can understand why they would have that concern.
Lastly, there was a concern mentioned about the jump, the big jump in the -- in the zoning now to commercial. That may be a philosophical concern. I don't think that that is any legal concern of yours, when you are simply evaluating criteria.
And, quite frankly, the property owner, his findings? I am willing to bet when they go in front of the BCC they're going to agree that those were a little bit more accurate than

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staff's findings.
Thank you.
THE CHAIRMAN: Okay.
That's all that I have signed up for this hearing.
Is there anyone else who has not spoken that wishes to speak in this case?
(No response.)
THE CHAIRMAN: Okay. All right.
Mr. Sumrock, you have a chance to come back up.
MR. SUMROCK: And I have another nine pages to read, sir.
(Laughter.)
MR. SUMROCK: No. I'm just kidding.
(Laughter.)
MR. SUMROCK: I just want to start by saying to the people that came out, I understand when you come and advocate for yourself.
But, you know, we just have a difference of opinion. And this -- and this board has to follow a Land Development Code. That's your marching orders. So it is what it is.
I want to address one thing with the other options. A couple people have said, hey, look

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at the other options.
Friends, we have looked at the other options. I have went round and round with my friend here about other options. And they just don't work out for us. Okay?
So I wish there were other options, but we're in a corner. And we've been here for a year and a half. We want out. I had brown -- black hair before I came into this process.
So . . . and just -- the other thing is just for -- there are protective codes out there and procedures in place that will limit the types of commercial activity on this property.
People seem to think when you get a commercial license you can do anything on that property. And that's far from the truth. You still have to have land-use authorization, and you have to use the facilities that are in place. So it's not a free-for-all.
So given that, we have shown that the staff findings were not persuasive and not supported by facts or any level of relevant analysis.
On that hand, we have demonstrated that each of the five criteria is consistent with the

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Land Development Code.
We are also aware of the history and background of this parcel, and that one could argue has been handled inappropriately, and zoning would help to remedy the past incursions.
Please don't forget the 9.6 acres of land in conservation easement that were exchanged in good faith for the development along Sorrento Road.
Don't forget the county issued a site and utility plan for this commercial structure and permitted all the structures to be built. Don't forget the presence of the billboard only allowed on commercial property, and please don't forget all the common sense items that show this parcel should not have been downzoned in the first place.
Thank you for the opportunity to plead our case.
THE CHAIRMAN: Thank you.
MR. JONES: Yes. Again, I want to thank the board members and everyone that spoke. A couple of things to be very, very brief because we've got -- we definitely have to move on.
First of all, again, the facts are the

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facts. The threshold is the threshold. Regardless of how much we may not like it, it may need to be improved. It may have been said with more passion or more inflammatory statements, the facts are the facts.
Number one, this is urban sprawl. This will contribute to urban sprawl. Definitely. If you look at the definition of urban sprawl, it's a strip or haphazardly a leapfrog development. That's number one.
SDD. It was -- it was previously zoned SDD. SDD is not a downzoning. SDD was adequately commerged into LDR. LDR -- SDD had three dwelling units per acre, with very limited commercial uses because of the impact to the wetlands, special development district, to eliminate commercial adverse impact of commercial uses.
When it got converted, it got converted properly. It was not a downzoning. It got converted to low-density residential. Low density residential is strictly for residential uses only. That area on that map. I can make the case. That area -- but I won't have time to go and rehearse what Mr. Juan Lemos said.

That area is LDR. It is surrounded by conservation area. The purpose of a conservation area is to protect against adverse uses that may have an impact on wetlands, that may have an impact on the environmental sensitive land. That's the Land Development Code. That's the Comprehensive Plan.

Number two -- number three, we cannot -- consideration of a billboard cannot be considered in the threshold criteria of commercial uses because, again -- again, that billboard could have been grandfathered in, could have been -- we do not have all of the facts on that. So that is a relevant point to be made. It sounds good, but it does not meet the threshold of the criteria.

The other points is that -- I would like to make is that -- is that, again, the surrounding area, one of the criteria that you must look at, you must look at --

UNIDENTIFIED PERSON: (Indicating.)

THE CHAIRMAN: Hold on. I'll give you a chance.

MR. JONES: After I get finished here, I'm not going to come back because of the time. I'm

just telling you what -- I'm just rehearsing -- I'm just stating my facts. He brought his points. I'm just reiterating, so I'm not making no new remarks. Okay?

LDR -- It's surrounded by LDR. That subdivision is across the street.

Now, he made a point of this is not contiguous. We can use sound planning principles and planning definitions.

And he stated that this is separate, not going against one. Just talking about what he stated. This is not a contiguous property at all.

It is separated by a public right-of-way. And any -- there was a definition. And the planning definition said contiguous means it cannot be separated.

So his argument of that as being contiguous, so staff does concur, Mr. Pyle, that, yes, there could be some changes that are needed in the future.

But the threshold, the criteria that this board is tasked with -- and I am challenged -- I'm the one that's got to go before the court.

And look at the threshold. The threshold

is governed by the threshold. Does he meet the rezoning criteria? Those other uses, those other avenues, takings. If those are available for him, if you want to pursue.

Yes, we -- correct, we had discussions on them only, but there was not an in-depth because he disagreed with the Land Development Code.

And that's his right to. He disagreed with what I told him. But I gave him opportunity. But they were not -- they were not really, really -- not fully on to pursue those.

So nonconformance cannot be used. I understand the area. I understand commercial and Sorrento and Gulf Breeze Highway, but that is not why we're here today.

It was denied once. The board -- it was denied by this board, based upon -- the facts of this land have not changed. The surrounding area has not changed. The maps, the existing uses, they are still existing today.

Thank you.

THE CHAIRMAN: Mr. Sumrock.

MR. SUMROCK: No. I was going to just object to his --

THE CHAIRMAN: You have to come to the

microphone.

MR. SUMROCK: What's that?

THE CHAIRMAN: You have to come to the microphone.

MR. SUMROCK: I'm sorry.

No. I was just objecting that he took the last opportunity to speak, and that's outside the quasi-judicial hearing.

THE CHAIRMAN: I was going to give you the opportunity to make a closing statement.

MR. SUMROCK: I don't have after that, but I'll close with that.

THE CHAIRMAN: Thank you.

Okay. Board members, discussion.

MR. PYLE: A quick question for Horace.

MR. JONES: Yes, sir.

MR. PYLE: If you look at the Exhibit A, the 4.3 acre preserved wetland and the 9.6 acre preserved wetland, are those, in fact -- it doesn't necessarily state. Are those, in fact, protected? Are they wetlands?

MR. JONES: Again, it's hard for me to -- without being -- without me looking at the official --

MR. PYLE: Do you have --

MR. JONES: -- that's what he presented.
MR. PYLE: So the wetlands map, as it shows there, the blue area that cannot be built upon; is that correct?
MR. JONES: On the screen.
That is on the -- that's our GIS wetlands map now.
MR. PYLE: Yes.
MR. JONES: This -- I cannot -- I cannot say what this is.
So he says wetlands, but . . . so I cannot answer that question, but I do -- I do know there's -- if it is wetlands, there are some provisions where you cannot impact wetland area, but DEP does allow that you can build in them if you got to give me certain criteria.
But our GIS map is not showing this much -- what it may be -- it may be because this -- both of them just depict -- I just don't know what this is.
MR. PYLE: Okay. That's fine.
So my other question, the other one of the speakers that basically stated that they should use one of the other avenues.
What avenue -- and I'm being pragmatic.

MR. JONES: Yes, sir.
MR. PYLE: Just hear me out.
Being pragmatic, to get what they have portrayed -- and I'm mindful, residents, of what could happen in the future.
But given the current circumstances, what avenue would you advise them to take to get what they're seeking?
MR. JONES: Okay. As I told Mr. Sumrock before, number one, there's an avenue, if he wants to appeal my Planning Board interpretation of what I gave him for the record, he could appeal it. That's number one.
Number two, if he wants to pursue -- if he feels like that some downzoning, some type of actions that was taken upon by the county, he could pursue those. Those are vested rights or other avenues.
He could -- he can use -- number three, he could use the savings clause. The rezoning -- the rezoning option to go up to a higher zoning is not -- the criteria -- the process does not allow for that.
This is an upzoning. We've got to establish upon the strict rezoning criteria

that's before this board to consider.
But those other options, they are available. They will work with him. And he was told that on many occasions.
THE CHAIRMAN: Now, Horace, just to be clear, to follow up on Mr. Pyle's question, if he were to appeal your -- as the director of the department, he has the opportunity to appeal your decision. And that goes to the Board of Adjustment or does it go to a board of competent jurisdiction?
MR. JONES: It goes -- it goes to an administrative appeal on my Planning Board decision. It goes before the Board of Adjustments. He would have to --
THE CHAIRMAN: And then it would go to a court of competent jurisdiction if he wanted to appeal their decision.
MR. JONES: Yes.
THE CHAIRMAN: Okay.
MR. JONES: It would be his case to make.
THE CHAIRMAN: Okay. I just want to make sure we're exploring all of the options out there.
Go ahead. You still have the floor.

MR. PYLE: Are you entertaining motions? Or does anybody else wish to speak?
Go ahead, sir.
MR. SUMROCK: He just asked me to come up.
I wanted to address that one parcel in the back. That is a protected area, and it's vividly outlined in the 9.6 acres, as outlined. And the front acreage corresponds with that exact wetlands area on the map.
THE CHAIRMAN: Just to be clear, your exhibit that's labeled A in the package --
MR. SUMROCK: Yes, sir.
THE CHAIRMAN: -- that you entered, how was that delineation done? Did you have a wetlands delineation expert do that?
MR. SUMROCK: It was Edmundson & Associates did the wetlands determination of the property.
THE CHAIRMAN: Okay. And this is just a page from that file?
MR. SUMROCK: That's correct.
THE CHAIRMAN: Okay.
MR. SUMROCK: It's three pages from it.
THE CHAIRMAN: Okay. Gary.
MR. SAMMONS: Yes, I do want to speak.

I am new to this. This is only my third meeting. And I'm going to continue to use that excuse when I do something silly.

But the fact is, I feel for you. I personally feel like that any -- any set of rules, any set of actions by this county that has created this situation is wrong because I feel for you.

Having looked at the property, realizing I've gone up and down the road, and it's clearly more of a commercial operation there and has been. And even if it is defunct now.

And I would love to see us find a way in the criteria to approve this request. And that's the reason why I wanted his information in the record.

MR. SUMROCK: Yes, sir.

THE CHAIRMAN: All right. Anyone else?

I'll speak to it briefly. I've been on the board here quite a long time. And these things come up from time to time.

There's compelling evidence on both sides. I don't want to discard anybody's comments that they made.

Horace and his staff is tasked with what's

in the code and how does it apply. That's it. That's what they can do.

They can't go outside of that because then they get criticized for being subjective. They have to be objective with what they have.

Saying that, I also agree if I had a piece of property that I enjoyed uses with, and it was taken away or I was no longer allowed to use that, I'd be upset, too. So I see both sides of it.

Quite frankly, I don't think it's going to be decided today in this case. Obviously, the Board of County Commissioners have the final say in our decision.

So moving it forward to that board is the next logical step in this, which he's more than happy to go to a court to appeal that decision if it doesn't come out his way.

What I'm hoping -- and I don't -- I'm not an attorney, so I can't tell you how this would work -- is that in the past, I know there have been agreements between the county and landowners in some very special cases where the county works with that landowner and makes a special agreement.

MR. JONES: True.

THE CHAIRMAN: It's not within our authority at this board to do that. That's obviously the county attorney and the Board of County Commissioners.

But I'd like for that avenue to be explored, to see if there's a way of doing this, because I get it.

Horace is doing his job. He's saying, "Nope. This is what the code says. I gotta stick to it."

The gentleman obviously has a very compelling case, "Hey, look what's happened to me." You know, "Can we fix this?"

Honestly? We can't fix it right here, right now.

Now, going forward in the codes, can there be a provision put in there to fix something like this? I think we really need to look at that because, like Mr. Pyle said, this comes up from time to time, and we sit here.

So regardless of how the board members vote today, I think it's important that it's going to the next level. And all of you that have spent time to come in here, I know it's

burdensome, but go to the next meeting, and make sure that the Commissioners hear what you're saying, because ultimately they have all the authority. We make a recommendation. They get to make the final vote.

So we tried to vet the technical aspects of it in this case because they, quite frankly, don't have the time to vet all of the technical issues. So that's what we try to do here. So with that, the Chair will entertain a motion, if you wish to make one.

MR. PYLE: Yes, sir.

First of all, Horace and staff, I think historically I've probably 90 percent taken your advice and respect the work you put into it.

It is difficult. It's challenging. It appears to me that there's been some boots dug in deep on this, either philosophically and/or on one side. And the other side is personal and actual -- personal finances invested in it.

And answering one person from the public, I didn't hear, quite frankly, an alternative solution. I just didn't see it.

And where I said that each one of these cases we're going to have to use our brains, I

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feel, though, given the property, knowing the surrounding areas, the wetlands, I think that they have been kind enough to construct for us a natural barrier for the potential types of construction that could occur, given a change in the zoning.

Enough of which gives me a comfort level. I am going to recommend that we do pass the zoning of Case Z-2020-02 from LDR to commercial, and find the applicant's arguments were -- all points on this were very coherent, articulate, and I happen to simply agree with them.

And I know that staff won't get their feelings hurt, but I believe that their argument was more compelling.

MR. JONES: I don't have my feelings hurt.

MR. PYLE: And so I move that we pass Z-02 as the applicants desire.

MR. FEARS: Second the motion.

THE CHAIRMAN: Okay. Just a housekeeping item.

Kia, with Mr. Ingwell being out of the hearing for -- were you here, sir, when we asked for quasi-judicial, if you had any ex parte communication on this?

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MR. INGWELL: Yes.

THE CHAIRMAN: You were here for that.

Okay.

MR. INGWELL: I missed probably an hour and a half of testimony.

THE CHAIRMAN: Okay. So he's indicated he's missed about an hour and a half of testimony. He had another engagement he had to attend.

What is your recommendation, as far as voting or recusing in this case, knowing that we have four board members if he does not vote, and it could possibly be a tie?

MS. JOHNSON: While it's unfortunate that it could possibly be a tie, all members that are present do have to vote, unless there's a legal reason to abstain. And there's not in this case. I believe he was here at the beginning of this matter, though.

THE CHAIRMAN: Yes.

MS. JOHNSON: So because he is present, he does need to vote.

THE CHAIRMAN: Okay. And he's indicated that he has reviewed all of the package and the findings of fact. Just was not here for the

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testimony.

MR. INGWELL: Well, the applicant was explaining Criterion B or they were taking up Criterion B when I stepped out.

THE CHAIRMAN: Okay. All right. Thank you.

We have a motion and a second on the floor.

Any further discussion?

(No response.)

MR. INGWELL: Could you repeat the motion?

MR. PYLE: I simply . . . a motion, simply put, is that I found in favor of the applicant and their criteria and their explanation of the criteria and moved that we pass the Z-2020-02 of zoning change from LDR to commercial.

THE CHAIRMAN: Okay. And the motion has a second as it stands.

MR. FEARS: Yes.

THE CHAIRMAN: Okay. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor of the motion say "aye."

(Chorus of "ayes.")

Page 124

THE CHAIRMAN: And opposed?

MR. INGWELL: Nay.

THE CHAIRMAN: Nay.

All in favor, please raise your hand.

(Messers Pyle, Fears and Sammons raised their hands.)

THE CHAIRMAN: And opposed?

(Messers Ingwell and Chairman Briske raised their hands.)

THE CHAIRMAN: Three to two.

So it will be recommended to the Board of County Commissioners for approval.

Again, I expected a split vote. That just indicates how difficult of a decision it is.

I probably could have gone either way, but in order to move it to the next level, we will send a split vote, indicating that there's been a lot of discussion, and that we've considered both sides of it.

So with that, sir, we wish you good luck with the Commissioners, and all of you that have contributed. Thank you. It's been a tough one.

So, with that, are there any additional items for the quasi-judicial rezoning hearing?

(No response.)

THE CHAIRMAN: Hearing none, we will close the quasi-judicial hearing.

(Hearing concluded at 11:15 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **6. A.**

Meeting Date: 02/04/2020
CASE : Z-2020-02
APPLICANT: Curtis and Kelli Sumrock, Owners
ADDRESS: 11545 Sorrento Rd
PROPERTY REF. NO.: 12-3S-31-3301-000-000
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 2
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 03/05/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential district (4 du/acre)

TO: Com, Commercial district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The MU-S category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.
CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize
development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS
The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1. Based on public records, the parcel was previously developed and used as an operational plant nursery/landscape business, a listed use under the retail sales and services of the MU-S FLU category. Redevelopment of this property will promote the efficient use of utilities and infrastructure and redevelopment of an under-utilized property making the proposed use compatible with the intent of CPP FLU 1.5.1.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

FINDINGS
The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the location criteria requirements. The location criteria is designated to create smooth transition of use intensity from large scale concentrations of general commercial uses near major street intersections to small scale dispersed neighborhood commercial uses in proximity to residential areas. Such transition prevent the adverse impact of continuous strip commercial development along major streets and avoid negative influences of some commercial uses on adjacent residential neighborhoods. The parcel location **does not** satisfy the location criteria and the applicant did not provide a compatibility analysis presenting evidence of unique circumstances regarding the potential uses of the parcel that were not anticipated by the alternative criteria, as stated in Section 3-2.10(e) of the LDC.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Parcels located immediately to the East and West are zoned low-density residential with some large tracks of Conservation zoning. Within the 500 foot radius, there are properties with zoning districts Commercial, Low-Density Residential and Conservation. One storage-warehouse business zoned Commercial, across Lillian Hwy to the North; five vacant residential parcels, two single-family residences, two large parcels owned by the State of Florida and one mineral processing plant parcel, zoned Low-Density Residential in place since 1993, based on public records; therefore, compatibility with the processing plant nonconforming use is not considered, as the maintained use is addressed under Section 1-1.7(3) of the LDC.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The proposed zoning **will create spot zoning.** Based on the LDC definition in Chapter 6, Spot Zoning is zoning applied to an area of land, regardless of its size,

that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development. The applicant's request to Commercial zoning is different from the zoning of all contiguous land. Although the LDC does not specifically define contiguous, staff relies on the professional planning definitions contained in the Planning Advisory Service Report 521/522, A Planners Dictionary, from the American Planning Association.

Contiguous is defined as: Properties sharing a property line; (A) Touching along a common boundary for at least 15 feet; (B) The contiguity of land areas shall not be affected by the existence between them of a road or alley; a public or private right-of-way; a public or private transportation or utility right-of-way; a river, creek, stream, or other natural or artificial waterway; or an intersecting mining claim. (C) The contiguity of land areas shall be assumed to be disrupted by the existence of a freeway, expressway, principal arterial, and minor arterial, and by lands contained within the legal boundaries of any municipality.

Based on that language, the contiguous zoning is LDR, the proposed zoning would create spot zoning. Site visit reveals the parcel's location about midway between Bauer and Blue Angel to be sparsely developed as compared to the East and West major intersections. Due to the parcel's location, the proposed zoning request would not create a logical zoning transition between the low-residential districts and other existing zoning districts in the adjacent area.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

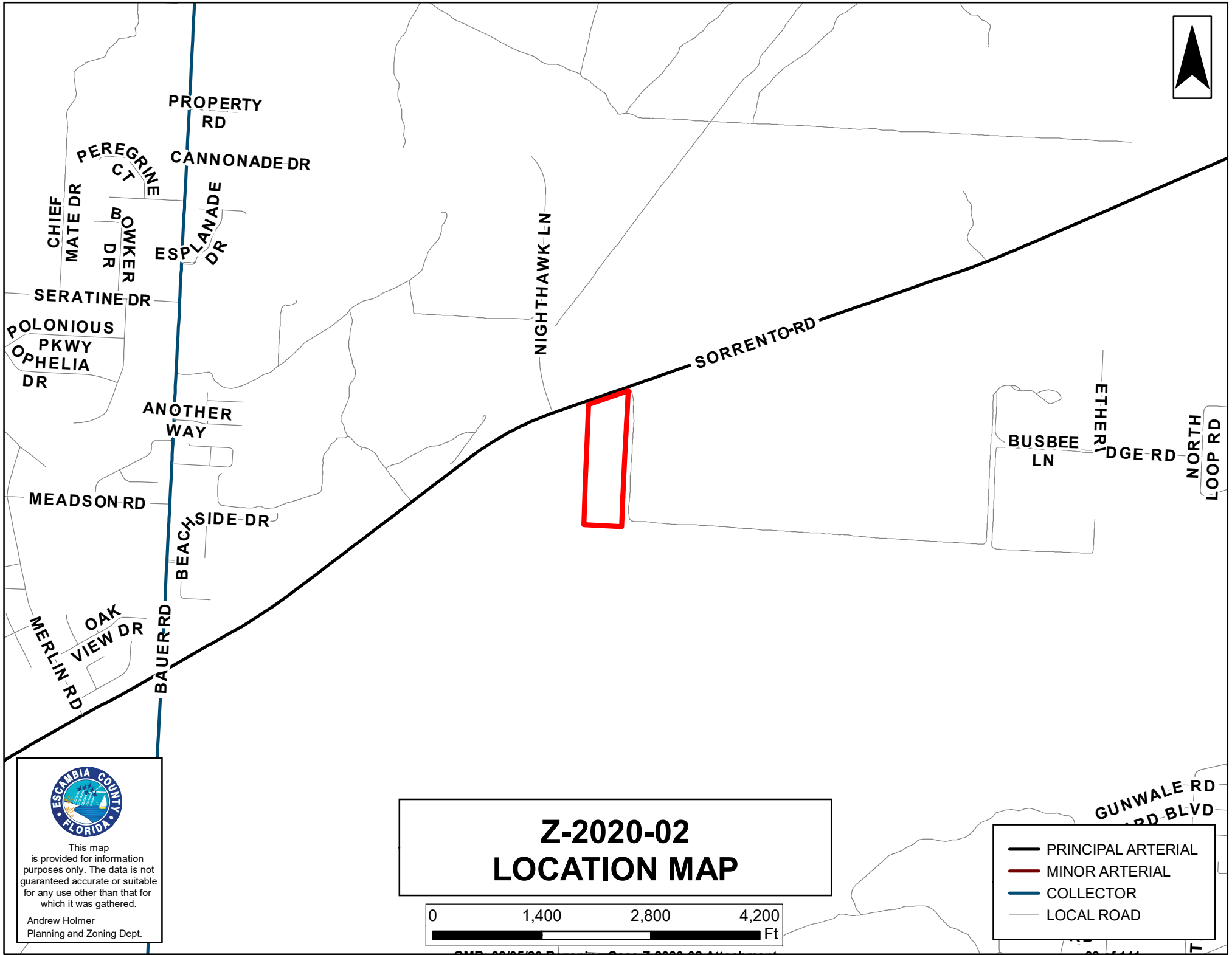
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. Based on public records, both of the current commercial uses have existed since 1984 and 1993. The site is located midway between Blue Angel and Bauer roads in an area that is currently scarcely developed. Allowing a commercial zoning for the property would contribute to commercial development sprawl.

Attachments

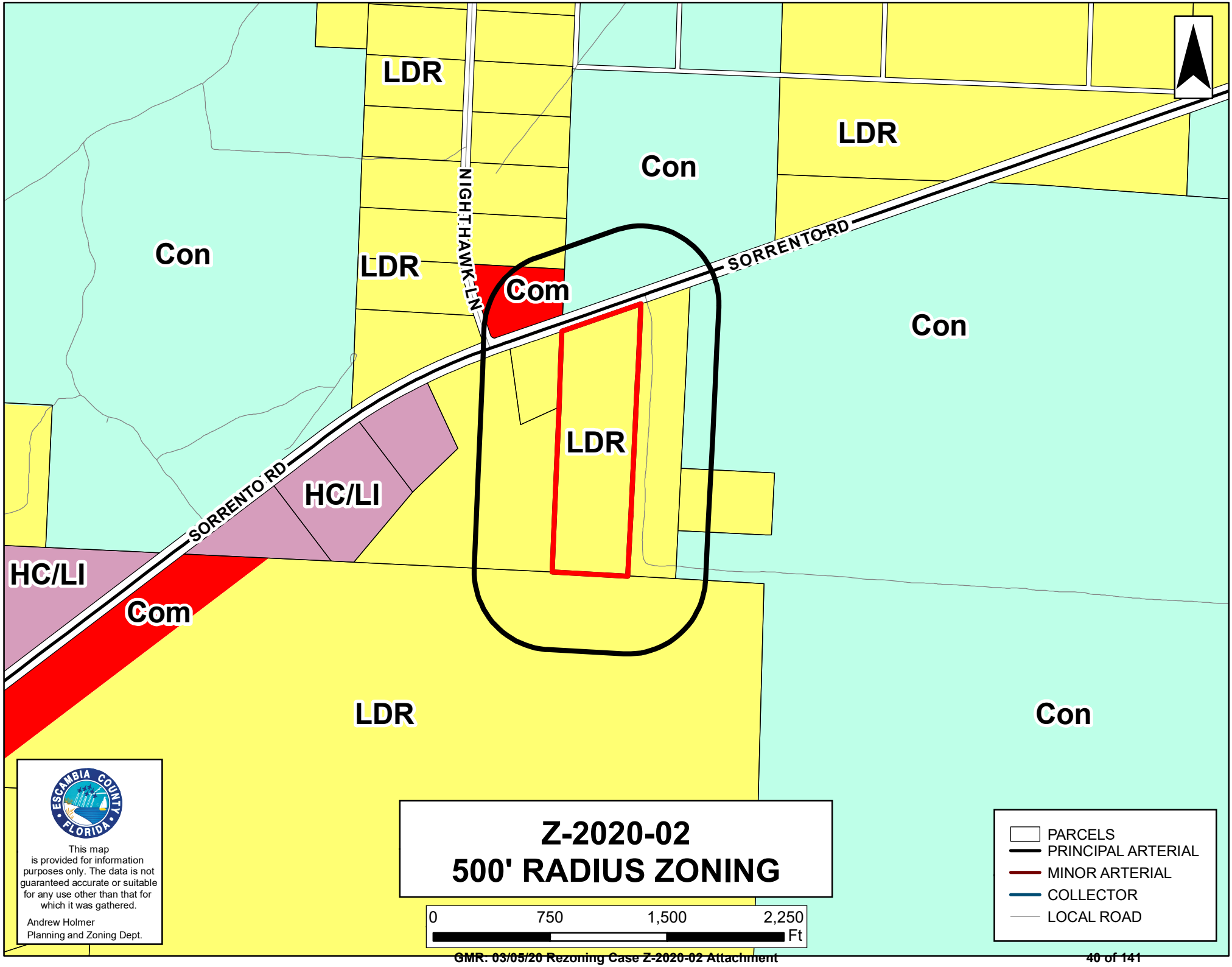
Working case file12



Z-2020-02
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.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Z-2020-02
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PRINCIPAL ARTERIAL
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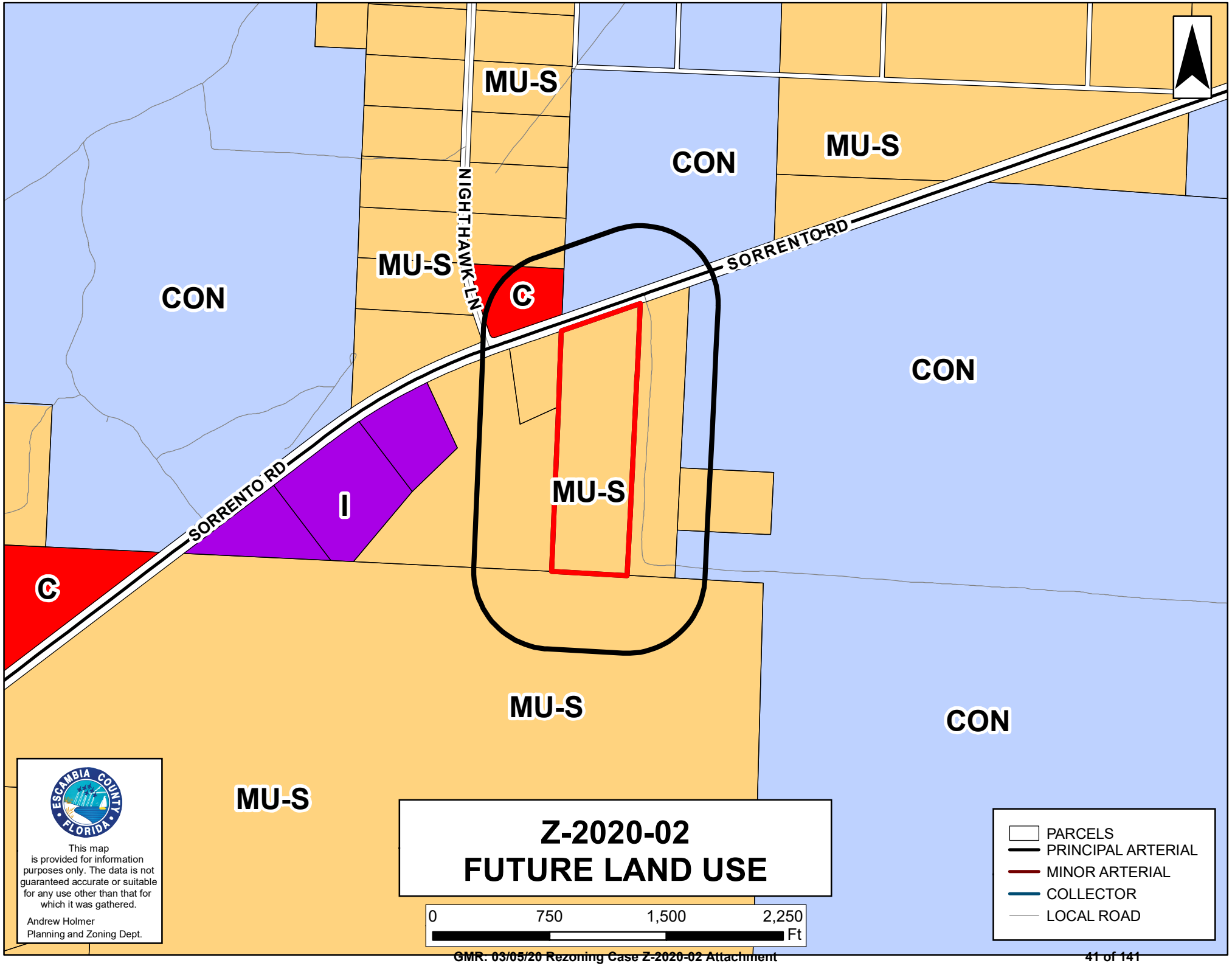
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
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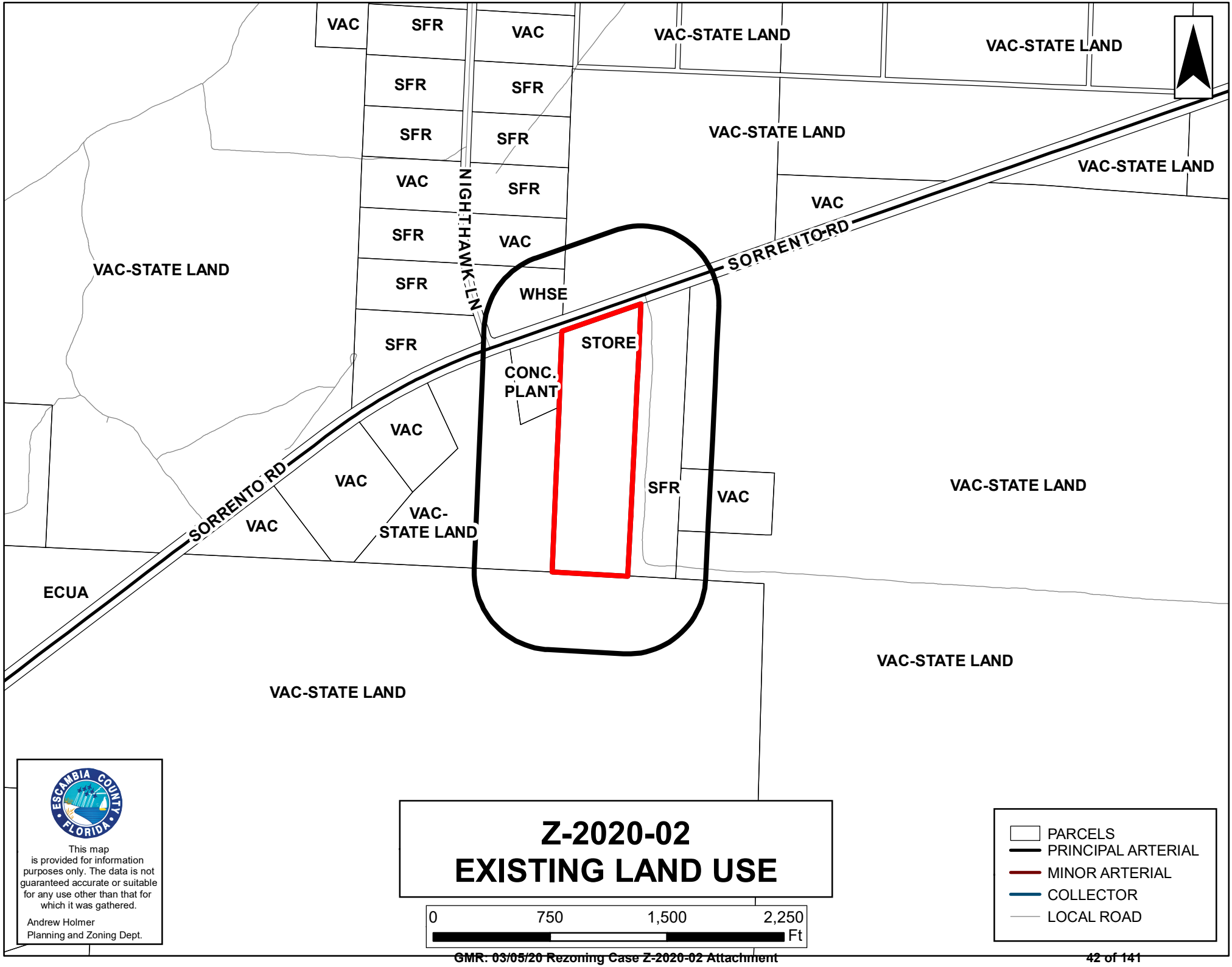
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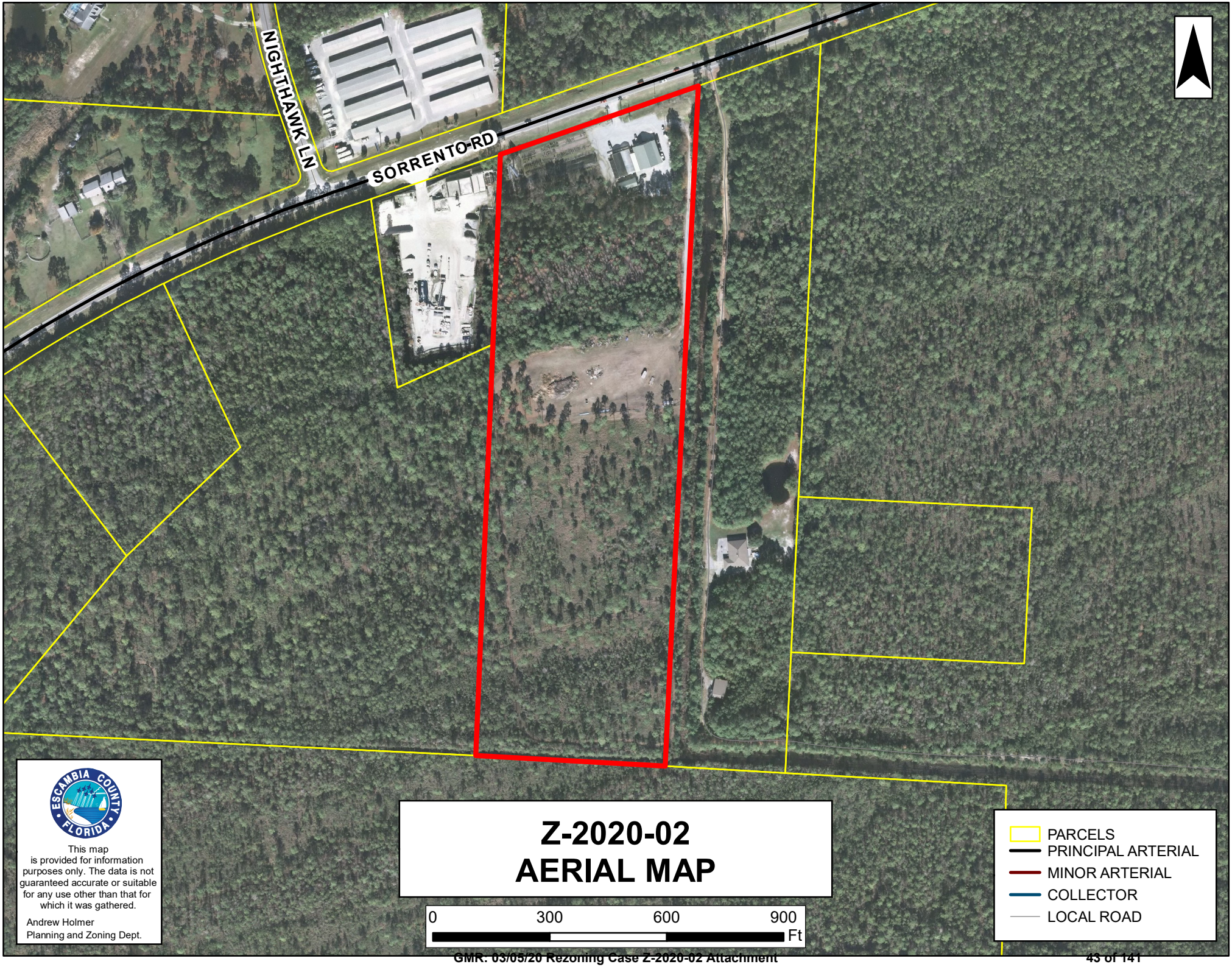
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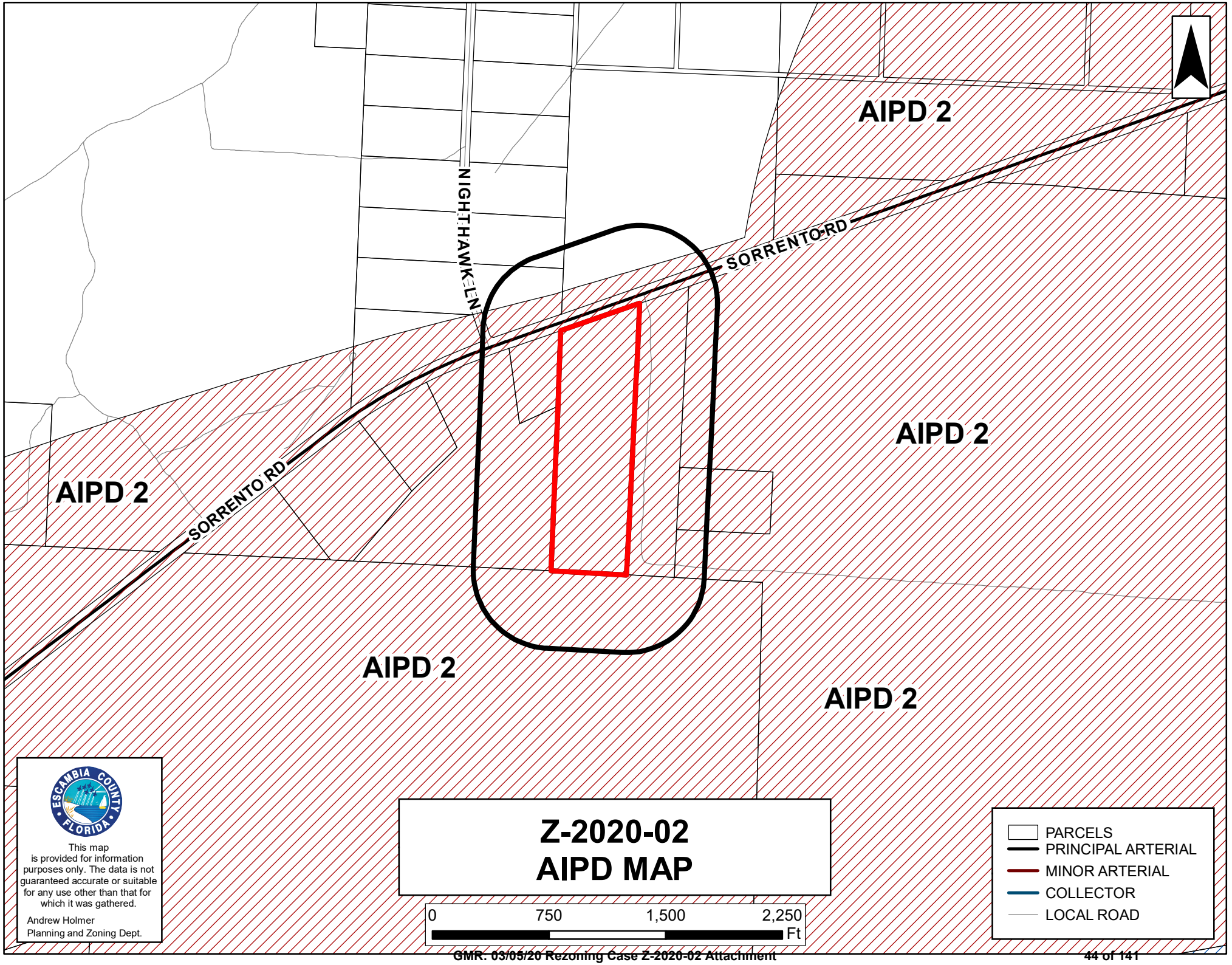
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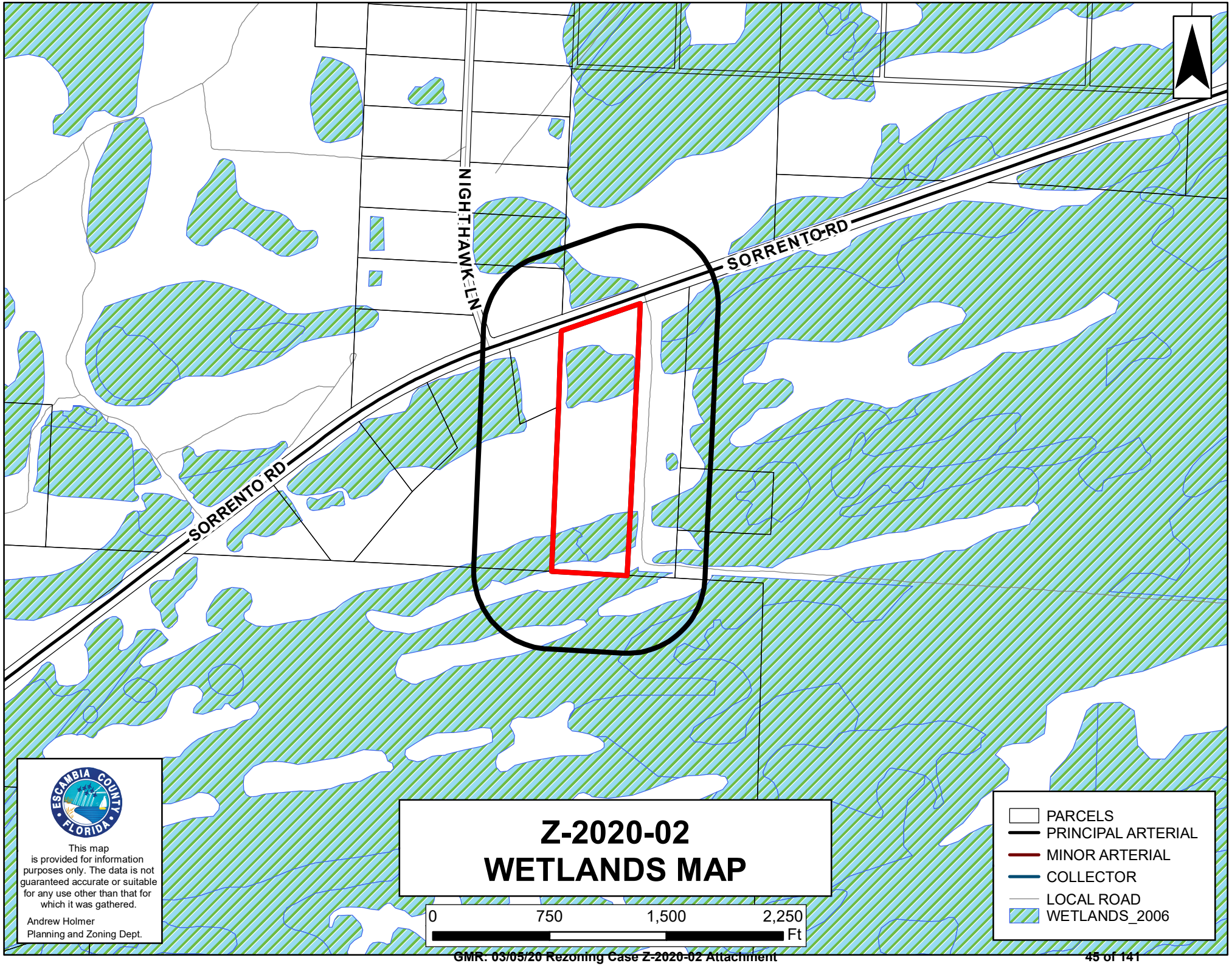
Planning and Zoning Dept.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LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking onto property



Looking southeast onto property



Looking southwest onto Sorrento



Looking southwest onto property



Looking southwest onto Sorrento



Looking north across Sorrento

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** Curtis and Kelli Sumrok
   Mailing Address: 205 Ratto Rd, Alameda CA, 94502
   Business Phone: 510-206-0719 Cell: same
   Email: CSUMROK@yahoo.com

   B. **Authorized Agent (if applicable):** _____
   Mailing Address: _____
   Business Phone: _____ Cell: _____
   Email: _____

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 11545 Sorrento Rd Pensacola FL 32507
   Parcel ID (s): 12-3S-31-3301-000-000

   B. Total acreage of the subject property: 18+

   C. Existing Zoning: LDR
   Proposed Zoning: COMM; explain why necessary and/or appropriate
   Proposed office space use not allowed in LDR

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): Yes, two pre-existing commercial steel buildings and a concrete foundation greenhouse.

E. Sanitary Sewer: _____ Septic: X

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

See Supplement Sheet attached

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

See Supplement Sheet attached

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

See Supplement Sheet Attached

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

See Supplement sheet Attached

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

See Supplement Sheet Attached

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 12-3S-31-3301-000-000

Property Address: 11545 Sorrento Rd, Pensacola FL 32507

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 02 DAY OF January, YEAR OF 2020.

Curtis Sumrok — Signature of Property Owner

Curtis Sumrok — Printed Name of Property Owner — 1/02/20 — Date

Kelli Sumrok — Signature of Property Owner

Kelli Sumrok — Printed Name of Property Owner — 1/02/20 — Date

Supplement to Rezoning Application for 11545 Sorrento Rd

Criterion A., **LDC Sec. 2-7.2(b)(4)**

The requested Commercial zoning is consistent with the FLU Mixed Use category as identified on the chart at LDC Sec. 3-1.3(h). It should also be noted that this parcel is currently zoned Limited Density Residential (LDR) but Escambia County approved a Special Development District (SDD) Density and Uses Savings Clause per LDC Sec. 3-1.8.

Criterion B., LDC Sec. 2-7.2(b)(4)

The proposed amendment is consistent with the intent and purpose of the Land Development Code. Sec. 3-2.10 of the LDC states: “The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed use districts.” Along this section of Sorrento Road, there are other parcels zoned Commercial and HC/LI. Land directly to the East and Northeast of this parcel cannot be developed because they are zoned as State Conservation land. The adjoining land to the Northwest is a mini-storage facility that is zoned Commercial. The adjoining land to the West is a concrete plant that is operating HC/LI but zoned LDR. The current zoning of the surrounding parcels and geographic restrictions along Sorrento Road preclude any furtherance of a continuous strip commercial development. In other words, there is simply no more land that is available for commercial or industrial zoning. This cluster of businesses along Sorrento Road are not near a major traffic intersection and are consistent with desirable transitions to small-scale dispersed neighborhood commercial uses in proximity to residential areas, in accordance with Sec. 3-1.6(b).

Criterion C., LDC Sec. 2-7.2(b)(4)

The proposed amendment is compatible with surrounding existing uses in the area. The definition of “Compatible” in Chapter 6 of the LDC states: “A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.”

As previously noted, there are clearly other commercial and industrial land uses and activities in the surrounding area adjoining to this parcel that are obviously similar and commensurate with commercial zoning. Within a 500 foot radius, there is a

mini-storage facility zoned Commercial and a concrete plant zoned LDR but operating HC/LI.

In addition, the subject parcel of land was previously zoned as a Special Development District (SDD). In the late 1990's, the southern portion of the parcel, consisting of approximately 9.68 acres, was surrendered and placed in a conservation easement in an agreement with the Florida Department of Environmental Protection in exchange for developing approximately one acre of wetlands along the frontage of Sorrento Road. Escambia County approved and issued permits for the construction of 2 steel commercial buildings and and 2 other supporting structures. A nursery and garden center business was operated harmoniously as a commercial entity on the parcel from around 1999 to 2015.

Criterion D., LDC Sec. 2-7.2(b)(4)

The proposed amendment may or may not create spot zoning based on which definitions are used for the terms contiguous and adjoining, which are not further defined in Chapter 6 of the LDC. However, the definition in the Merriam-Webster dictionary is: " being in actual contact or touching along a boundary or at a point." The subject parcel clearly shares a property corner point with the mini-warehouse to the Northwest that is zoned Commercial, although it is separated by a public right-of-way. In addition, it shares a border on the western boundary with the concrete plant that is operating as HC/LI. A common sense approach may also conclude that any two parcels can be considered to be contiguous or adjoining if they are not separated by another zoned parcel of land.

Nonetheless, even if this zoning created a "spot zoning" case, the commercial activity is "appropriate" because it is consistent with and furthers the purposes of the Escambia County comprehensive plan and FLU category, as referenced previously in Criterion A, above. Therefore, rezoning of this parcel to Commercial will result in no adverse impacts on adjoining parcels and contribute to logical and orderly development. It should be acknowledged that "spot zoning" is considered inappropriate only if the use classification is totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. Shapiro, D, Esq. 2013. Understanding Spot Zoning, accessed 01 January 2020, <http://plannersweb.com/2013/11/understanding-spot-zoning-2/#return-note-10779-1>

Criterion E., LDC Sec. 2-7.2(b)(4)

The land uses and development conditions within the area surrounding the property of rezoning have not significantly changed. The surrounding commercial businesses have been operating for an extended period of time. Development sprawl has not taken place and is not possible because there is simply no more land available in the surrounding area that can be zoned to support commercial or industrial uses.

Escambia County approved a Site and Development Plan for this property around 1999 to include commercial business operations and retail sales. In 2015, the property was down-zoned involuntarily as a result of a county-wide administrative rezoning action. This replaced the original Special Development District (SDD) zoning with LDR zoning that is ultimately inconsistent with the historical use of the parcel and inconsistent with the pre-existing commercial structures.

Furthermore, a commercial billboard that is owned and operated by Lamar Advertising, permanently resides on the Northwest corner of the subject parcel. These massive advertising structures are generally not allowed to be constructed on LDR zoned property but rather are reserved for commercially zoned parcels, in accordance with the LDC Sec. 3-2.10(b)(8). This is further evidence that the proposed zoning was once deemed to be appropriate and compatible by Escambia County and the action to down-zone the property to residential was abritrary and capricious.

Recorded in Public Records 2/1/2018 12:41 PM OR Book 7847 Page 474,
Instrument #2018008141, Pam Childers Clerk of the Circuit Court Escambia
County, FL Deed Stamps $1.40

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 2017 CA 000872

SUMROK, CURTIS SUMROK, KELLI
Plaintiff

VS.

STEPHENSON RESORT MANAGEMENT REAL ESTATE, LLC A FLORIDA LIMITED LIABILITY COMPANY; STEPHENSON, SAMUEL B ; STEPHENSON, AMANDA R ; BERRY, CHESTER R ; BERRY, SHARON P
Defendant

CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on January 16, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida was sold to

CURTIS SUMROK AND KELLI SUMROK
811 N SPRING STREET PENSACOLA, FL, 32501

- SEE ATTACHMENT -

The successful bid was in the amount of $200.00.

WITNESS my hand and the official seal on this 29 day of January, 2018, as Clerk of the Circuit Court.

CLERK & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Conformed copies to all parties

BK: 7847 PG: 475 Last Page

The West 569 feet of that part of the South one-half of Section 12, Township 3 South, Range 31 West, Escambia County, Florida, lying South of the unnamed and unnumbered road and road right of way, sometimes referred to as Re-Location of Gulf Beach Highway which road or road right of way is particularly described in Special Warranty Deed from Gulf Diversified Investment Company to the State of Florida dated January 28, 1969, recorded in O.R. Book 426, Page 922 of the public records of Escambia County,Florida.

Parcel Identification Number: 12-3S-31-3301-000-000

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	123S313301000000
Account:	101771250
Owners:	SUMROK CURTIS SUMROK KELLI
Mail:	205 RATTO RD ALAMEDA, CA 94502
Situs:	11545 SORRENTO RD 32507
Use Code:	STORE, 1 STORY Cod
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2019	$29,705	$137,359	$167,064	$167,064
2018	$46,598	$130,262	$176,860	$176,860
2017	$46,598	$126,215	$172,813	$172,813

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/29/2018	7847	474	$200	CT	View Instr
09/2005	5724	453	$990,000	WD	View Instr
11/2002	5018	1766	$145,000	WD	View Instr
12/2001	4831	205	$300,000	CT	View Instr
07/1998	4280	1083	$100	QC	View Instr
07/1998	4293	1846	$280,000	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

W 500 FT OF S1/2 OF SEC LYING S OF RD R/W OR 7847 P 474 CONSERVATION ESMT OR 4280 P 1083

Extra Features

CHAINLINK FENCE
CONCRETE PAVING
CONCRETE WALKS
GREENHOUSE

Parcel Information Launch Interactive Map

Section Map Id:
12-3S-31

Approx. Acreage:
18.6040

Zoned: Cod
LDR

Evacuation & Flood Information
Open Report

Can't reach this page

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Buildings

Address:11545 SORRENTO RD, Year Built: 1998, Effective Year: 1998

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*2*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

Subare	Areas - 4098 Total SF

BASE AREA - *2400*
CANOPY - *1200*
OFFICE AVG - *448*
PATIO - *50*

Year Built: 1998, Effective Year: 1998

Structural Elements
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DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
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ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

Subare	Areas - 920 Total SF

BASE AREA - *800*
UTILITY UNF - *120*

Images

5/20/19

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

BK: 7847 PG: 475 Last Page

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Images

5/20/19

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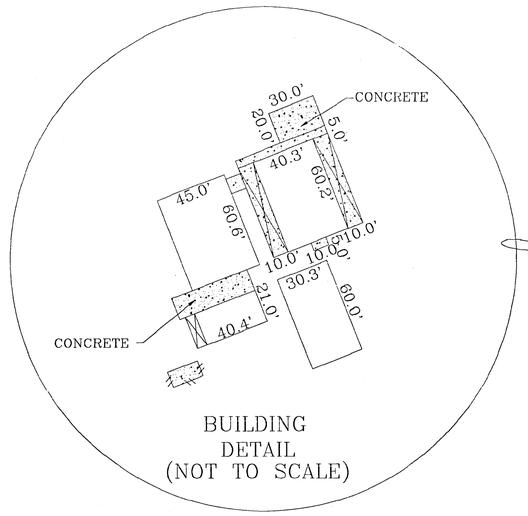
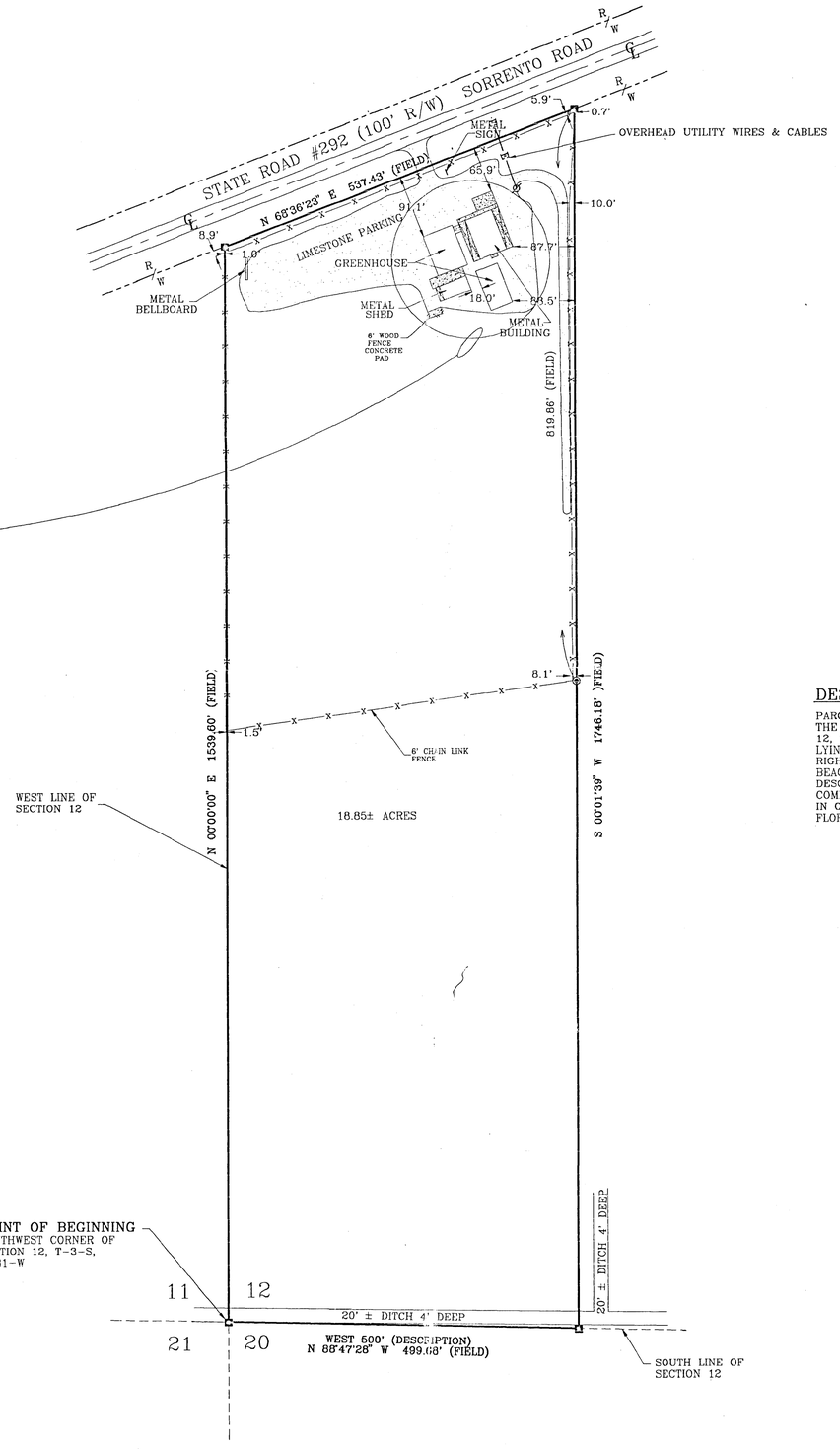
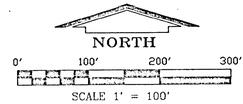
A BOUNDARY SURVEY



BUILDING
DETAIL
(NOT TO SCALE)





LEGEND
- ⊏ = FOUND 4X4 CONCRETE MONUMENT PATTERSON & ASSOC.
- ⊙ = FOUND CAPPED IRON ROD (MUTILATED)
- ⌀ = POWER POLE
- R/W = RIGHT-OF-WAY
- ℄ = CENTERLINE
- T = TOWNSHIP
- R = RANGE
- O.R. = OFFIAIAL RECORDS

DESCRIPTION: (AS FURNISHED O.R. BOOK 4293, PAGE 1848)

PARCEL 1
THE WEST 500 FEET OF THAT PART OF THE SOUTH ONE-HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LYING SOUTH OF THE UNNAMED AND UNNUMBERED ROAD AND ROAD RIGHT-OF-WAY, SOMETIMES REFERRED TO AS RE-LOCATION OF GULF BEACH HIGHWAY, WHICH ROAD OR ROAD RIGHT-OF-WAY IS PARTICULARLY DESCRIBED IN SPECIAL WARRANTY DEED FROM GULF DIVERSIFIED INVASTMENT COMPANY TO THE STATE OF FLORIDA, DATED 28 JANUARY 1969, RECORDED IN O.R. BOOK 426, PAGE 922, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

CERTIFIED TO:

SMITH, SAUER & DEMARIA, P.A.
ATTORNEYS TITLE INSURANCE FUND, INC.
CURTIS SUMROK & KELLY SUMROK

GENERAL NOTES

1. SOUTHERN LAND CONCEPTS, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR ANY UNDERGROUND IMPROVMENTS THAT MIGHT EXIST. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON.
2. MEASUREMENTS ARE MADE TO U.S. STANDARDS.
3. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
4. THE ACCOURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE PERMISSIBLE IN A SUBURBAN LAND AREA.
5. NOTICE; THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. BEARING REFERENCE; WEST LINE OF SECTION 12 BEING N 00°00'00" E (ASSUMED)
7. INFORMATION SOURCE; PREVIOUS SURVEY BY THIS FIRM JOB#970331A, EXISTING FIELD MONUMENTATION
8. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

SURVEYOR CERTIFICATE:

THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER." ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
REGISTERED SURVEYOR NUMBER 5530, STATE OF FLORIDA.

H. MICHAEL JONES PSM#5530 LB#7110

DRAWN BY: NW
DATE: 11-14-02
SCALE: 1" = 100'
FLD. BK 234/50-52
PROJECT NO. 021107A

REVISIONS
REVISED DRAWING 11-19-02 BY NW

SOUTHERN LAND CONCEPTS, INC.
ENGINEERING PLANNING SURVEYING
9909 N. COVE AVENUE
PENSACOLA, FLORIDA 32534
PHONE (850) 478-8783 FAX (850) 484-9576

A BOUNDARY SURVEY OF A PORTION OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
FOR: MR. DAVID VALETTO

SLC

SHEET NUMBER 1 OF 1

FILE: C:\SC12\WORK\

Horace L. Jones, Director
Development Services

MEMORANDUM

TO: Planning Board Members

FROM: Horace L. Jones, Director, Development Services Department

DATE: January 27, 2020

RE: **Z-2020-02 11545 Sorrento Rd**

Introduction

Because of the various issues or points that may be discussed in this rezoning case by Mr. Curtis Sumrock [property owner/applicant] that will be heard on February 4, 2020, here is a brief overview of the staff's previous and numerous discussions with Mr. Curtis Sumrock concerning his property and the potential processes for relief that were discussed as provided for in the Land Development Code (LDC) of Escambia County.

Brief History

On August 6, 2019, Rezoning Case #2019-12 (Z-2019-12) from Low Density Residential (LDR) to Commercial (COM) with a future land category of Mixed-Use Suburban (MU-S) of the parcel in question located at 11545 Sorrento Road was heard by the Planning Board. The Planning Board made a recommendation to deny the rezoning request to the Escambia County Board of County Commissioners (BCC). On September 5, 2019, Z-2019-12, located at 11545 Sorrento Road, was dropped according to the BCC official recorded minutes dated September 5, 2019 (*at the request of the Agent, Wiley C. "Buddy" Page, who requested the item be withdrawn*).

Following that, Mr. Sumrock continued to raise and discuss various points on the parcel in question with staff. For the record, he discussed the issue of his Savings Clause Documents which were approved and recorded in the official records of Escambia County in 2018. Now, it must be noted that if the property owner would have followed the provisions of the Savings Clause Provision of the Land Development Code (LDC), there would not have been a need for a rezoning request in 2019 (Z-2019-12) nor would there have been a need for the pending rezoning request (Z-2020-02) for the same parcel with the same request from LDR to COM. The previous facts concerning the lot in question and the facts to be presented by staff on February 4, 2020 remain the same. In other words, the applicability of the Savings Clause is not relevant or germane to the pending rezoning case-Z-2020-02. By the way, there is an e-mail dated October 10, 2019, within

your rezoning request packet, from myself to Mr. Sumrock as a response for additional information on the Savings Clause Provision of the LDC as it relates to the property in question.

Following that e-mail that was forwarded to the property owner/applicant, there were other discussions with Mr. Sumrock concerning other Land Development Code (LDC) provisions such as vested rights and non-conforming provisions that could have been applicable or pertinent to address his concerns. These are governed by other rules, provisions and processes within the LDC. However, it was his decision to pursue the rezoning process again. To reiterate: the intent of the letter is to provide information only on the many discussions on various topics that were previously discussed with staff and Mr. Sumrock.

Conclusion

To conclude, the subject parcel with the surrounding area have not changed. The testimony and presentation may be different; but, staff's findings, to be presented, will address criteria for meeting rezoning request accordingly.

cc: Kia Johnson, Assistant County Attorney

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-12
Applicant: Wiley C. "Buddy" Page, Agent for Curtis and Kelli Sumrock

Address: 11545 Sorrento Rd.
Property Size: 18.78 (+/-) acres
From: LDR, Low Density Residential District (4 du/acre)

To: Com, Commercial district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of August 2019, commencing at approximately 10:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
ALAN GRAY — At Large
TIM PYLE, Vice Chairman — District 2
REID RUSHING — At Large
ERIC FEARS — District 4
JAY INGWELL — District 1

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
JON FISHER

FOR THE HOMEOWNERS ASSOCIATION
JOE A. SCHILLER, ESQUIRE
10407 Rawlings Drive
Pensacola, Florida 32514
schiller49@hotmail.com

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P R O C E E D I N G S

THE CHAIRMAN: All right. And our final case, which we do have quite a few speakers on. Thank you all for being patient.

As you can see, it's arduous sometimes. Z-2019-12, Buddy Page, the agent for Curtis and Kelli Sumrock, 11545 Sorrento Road, 18.78 acres, from LDR low-density residential to commercial.

Members of the board, has there been any ex parte communication with any of the parties in this case?

Have you visited the subject site? And are you a business associate or relative of any of the parties?

MR. GRAY: No to all, Mr. Chair.

MR. PYLE: No to all, other than I'm very familiar with this particular location.

THE CHAIRMAN: Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. RUSHING: And no to all.

THE CHAIRMAN: Okay. Thank you.

Mr. Page, are you okay with the pictures?

MR. PAGE: Yes.

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THE CHAIRMAN: All right.
MR. PAGE: Yes, sir.
THE CHAIRMAN: We'll go with the maps and photography.
MR. FISHER: Jon Fisher, senior planner. Juan is going to take care of this one.
THE CHAIRMAN: Okay.
MR. LEMOS: The boss had me out there talking to a customer.
Once again, Juan Lemos, development services planner.
Z-2019-12.
This is the location map for the parcel in question off Sorrento Road.
This is a map of the wetlands surrounding the area and within the parcel.
This is the 500-foot radius for the zoning which shows LDR. Conservation, commercial across the street and HC/LI towards the west side of the property.
The 500-foot radius for the future land use which shows mixed-use suburban on the property and commercial across the street.
This is the actual existing land use for the property within the 500-foot radius.

Page 6

Single-family residences, warehouses across the street, an existing concrete plant adjacent to the southwest. Single-family residence to the -- to the southeast -- or to the east. I'm sorry.
The actual aerial photograph of the site in question, the concrete plant, you can see it right there on the -- on the south side -- on the southwest side.
This is the actual public hearing sign posted on site.
This is looking onto the property from Sorrento Road.
Once again, this is looking onto the property towards the southeast.
Looking southwest onto Sorrento Road from the property entrance.
And looking southwest onto the actual property.
Looking southwest onto Sorrento Road.
Looking north across from Sorrento Road.
And if you stop on that -- I'm sorry. Go back. Yes. For the -- Right there. That's fine.
So this at one point this used to be some

Page 7

type of nursery some time ago. I'm sure the applicant is going to address that.
So that's what I wanted to depict on that picture of the structures that are still standing in there.
And it is obvious -- obviously a review of historical area photographs, that there's always been some type of business on that parcel. Always been. Not something -- a nursery business, some type of plant studying business on that parcel.
And that concludes the photographs and the maps.
Okay.
THE CHAIRMAN: Mr. Page.
Sir, you are still under oath. Please state your name and address for this case.
MR. SCHILLER: Mr. Chairman, for the record, my name is Joe Schiller. I represent the board of directors -- I mean, the homeowners association for Grand Lagoon Subdivision across the street.
I also personally own property within 500 feet. I'm an attorney representing the board.
I -- I object to Mr. Page acting as an

Page 8

attorney.
THE CHAIRMAN: We're recording all of the proceedings.
MR. SCHILLER: Okay.
THE CHAIRMAN: So if you'll please come forward.
MR. SCHILLER: I would object to Mr. Page --
THE CHAIRMAN: Come forward. And let's first start over again.
MR. SCHILLER: All right.
THE CHAIRMAN: Are you an attorney here in the State of Florida?
MR. SCHILLER: That's correct.
THE CHAIRMAN: Yes, sir. Okay.
MR. SCHILLER: 46 years.
THE CHAIRMAN: Okay. Sir, so please again state your name and --
MR. SCHILLER: Joe Schiller, 10407 Rawlings Drive.
THE CHAIRMAN: Okay. All right. We want to make sure we get everything --
MR. SCHILLER: Right.
THE CHAIRMAN: -- because we are in quasi-judicial here --

MR. SCHILLER: Right.
THE CHAIRMAN: -- so that --
MR. SCHILLER: And since this is quasi-judicial, I would object to a nonattorney representing a party in this case in a quasi-judicial proceeding.
He's getting paid for this. I think the law requires or at least the Florida Bar requires him to be an attorney to represent an owner in this proceeding.
Thank you.
THE CHAIRMAN: Thank you.
I'm going to refer to our legal here, Ms. Johnson. Your opinion in this matter, as Mr. Page acting as the agent for the property owner?
MS. JOHNSON: No. It's okay that he acts as the agent for the property owner, as long as he didn't delve into providing legal advice or giving legal analysis that would require a law license.
THE CHAIRMAN: Okay. All right.
Board members, do you have any questions of the attorney about hearing Mr. Page's testimony?
You've heard the objection from the

gentleman.
(No response.)
THE CHAIRMAN: Okay. Hearing none, we will allow him to speak.
Mr. Schiller, we will give you an opportunity to present as well. Okay.
Mr. Page. All right.
Would you state your name and address for the record, please.

WILEY C. "BUDDY" PAGE, having been previously duly sworn, was examined and testified further as follows:

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace.
THE CHAIRMAN: Mr. Page, on this case, have you received a copy of the staff's findings?
MR. PAGE: I have.
THE CHAIRMAN: Okay. And in this case, you understand that you have the burden of presenting competent and substantial evidence that's in no way in conflict with the Comprehensive Plan or the Land Development Code

of Escambia County?
MR. PAGE: I do.
THE CHAIRMAN: All right.
Go ahead, sir, please.
MR. PAGE: Mr. Chairman, my presentation this morning will also include a number of documents that which make up our -- our compatibility study that's referenced in the report itself or in the application itself.
And to start that off, I have a handout I'd like to present.
THE CHAIRMAN: Okay. Has this been previously provided to the staff or is this a new document?
MR. PAGE: This is a new document.
THE CHAIRMAN: Okay. Please explain to us what the document is and who prepared it.
MR. PAGE: Mr. Chairman, I prepared this. This is a copy of a wetlands area from the Escambia County Web page.
It also includes two documents representing a mitigation with Florida DOT regarding a small entrance road down the side of the property, and it also establishes a wetland and jurisdictional area that's different from

what the state -- the aerial photo is from the county. And I want to point out that distinction.
THE CHAIRMAN: Okay. So this is information that you researched electronically.
And is this a true and accurate copy of what your research found online?
MR. PAGE: It is.
THE CHAIRMAN: Okay. If you'll present it to the staff here.
Chair will entertain a motion to accept Mr. Page's evidence into the record.
MR. GRAY: Mr. Chair, I make a motion to accept this evidence into the record for this hearing.
MR. PYLE: Second.
THE CHAIRMAN: Motion and a second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. We will label this as Applicant's Exhibit 1.

Will you provide a copy to the attorney that's representing, Mr. Page?

MR. LEMOS: Yes, sir, I did.

THE CHAIRMAN: Okay. Thank you.

Applicant Exhibit 1.

All right. Go ahead, sir.

MR. PAGE: Mr. Chairman, the cover -- the cover of the handout shows the location of the property.

Basically, if you look for the words "Sorrento Road" just under the letter "S," you'll see four buildings there that constitute the site of concern here today.

I would also point out to you that directly across the street from the site is a wetlands indicator.

And to the left of that or to the west is a miniwarehouse park. To the south of that directly across the street from the miniwarehouse is a batch concrete facility.

To the west of that facility and to the east of the facility are wetland indicators.

And if you move east of the site itself, back up under Sorrento Road, you'll note that there are additional wetlands in that area as

well.

I would also point out in particular, to the south of the buildings, the four buildings that I referenced that are subject to our application here today, you'll see that the aerial photo itself does not carry the wetlands indicator all the way up to the rear property line of the rear of the parking lot, rather, that you'll see in white. It meanders somewhat beneath that.

I point that out and also point out that all of these wetland areas that we see on here contain wetland indicators, including Florida rosemary, spartina, wire marsh grass, silver leaf magnolia, and a considerable amount of hydric soils in the area.

Mr. Chairman, referencing now page two, page two, you'll see the very top portions of all of these configurations and lines, dark hatched.

And you'll notice that the area that's classified as a wetland comes straight across the rear of the property or the rear of the parking lot where the building is located.

And if you compare that back with the

aerial up front, you'll see that there is a difference in the location of the wetland boundary lines at that particular -- or in that particular area.

The survey was done by Dr. Joe Edmiston, who used to be the head of the biology department out at the University of West Florida, and it also has been surveyed by a professional land surveyor. Both seals are present on the map.

MR. GRAY: Mr. Chairman, may I ask a question, please?

THE CHAIRMAN: Yes.

MR. GRAY: Mr. Page, who's the custodian of the first document that we have in this packet that has the pictorial representation of the wetlands? Who owns -- Who preserves this?

MR. PAGE: That's from the county Web page.

MR. GRAY: Okay. And this one you found a record of . . .

MR. PAGE: That's been provided by the owner who had a mitigation confrontation with DEP.

MR. GRAY: Okay.

MR. PAGE: That's the settlement agreement.

MR. GRAY: Okay. Thank you very much.

MR. PAGE: Mr. Chairman, page 3, then, shows the results of the separation of the core engineer wetlands, Florida DEP wetlands, where the owner at the time agreed to have both of those areas classified as jurisdictional wetlands and be preserved so that no construction could ever occur on it, regardless of whether we zone it -- anything the board might choose today. It's precluded by this arrangement with Florida DEP.

Mr. Chairman, moving, then, back to the application itself, I wanted to establish the fact that those environmental areas in that particular location were such as shown.

I might go back to the very first front map again under the word "Sorrento." We were out yesterday morning early.

And right at the very gate itself, which is, oh, maybe 100 feet under the words -- the letter "r" in Sorrento as you see in that map, we stopped at the front gate and looked to the east and to the area on that aerial that's shown

as a nonwetland area.

But we found the Florida rosemary. We found spartina. We found silver leaf magnolia. And, of course, the hydric soils are very abundant and wet in that area. You can hardly step off the road without at least going up to your ankle.

And my reason in mentioning that is, the aerial, again, that's shown -- the differentiation between a wetland area and what appears to be a dry area under "Sorrento" is in error, as it was underneath the building itself over on the westerly side.

Mr. Chairman, in the application itself, under approval conditions, Criterion A, we appear to be consistent with the staff's findings as well.

Criterion B indicates that it is not consistent with Land Development Code. All new, nonresidential uses proposed within the commercial district.

And it goes on to read -- And then at the bottom it says, "If the zoning -- rezoning is approved, it would encourage the creation of strip commercial development."

If it's going to create a condition of encouraging strip commercial development, Mr. Chairman, we're of the position that you've got to have some land somewhere in order for that additional strip commercial development to be constructed.

It cannot be constructed anywhere across the street. That's all owned by IITF, the Internal Improvement Trust Fund in Tallahassee.

The area to the east we've just described as being wetland all the way up to the roadway.

The area to the west is a batch concrete plant. And the area to the south of these buildings has been designated and agreed to in a settlement between the owner at the time and Florida DEP as being an area that would not be constructed in.

So, Mr. Chairman, we do not agree with item B, only because there's no place to build anything that would resemble a strip commercial development.

The only commercial that's out there now is an existing ministorage facility, which is kitty-cornered and across the street from this proposed rezoning change.

So we don't feel that item B is accurately recorded. Our position on it is, as I've just stated, there's no other room for anything to be a strip commercial of any sort.

And after hearing the presentation preceding this regarding the freeboard and the flood areas, I'm not so sure that anything could be constructed along any of this area out there anymore.

The subdivision that's to the northwest of this across the street from the miniwarehouses, I had some involvement in that back in the day with that. And it was a considerable effort to design and construct that to a standard for flood zones as it appeared back in the day.

So, Mr. Chairman, we feel like that our information regarding B is more consistent rather than what has been offered by the staff's finding.

Under item C, compatibility with surrounding areas, the findings there again say that it is not compatible with surrounding existing uses.

Mr. Chairman, right next door, as you saw in the overheads here, right next door to the

west is a batch concrete plant. It's stated in here that it is a mineral processing parcel. I don't know what -- That sounds rather innocent, mineral processing.

It's actually, Mr. Chairman, out of the Land Development Code under 3-2.12, industrial, the uses that are allowed under the industrial category under D says, "Industrial uses, light, heavy" -- It goes on and on and on. It says, "Landfills and concrete and asphalt batch plants." That's really what that is. A mineral processing? I'm not sure what that is.

So in taking a look at that, then, in terms of compatibility with surrounding uses, we certainly think it's very compatible with the concrete plant to the west.

It's certainly compatible with the miniwarehouses to the northwest. And then due north the property is restricted because it's owned by IITF in Tallahassee.

And the area immediately adjacent and to the east we think is a wetland area that probably would not be allowed to be constructed or filled in, as some of these parcels have been done back in the day.

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So we feel like we're consistent with item D in terms of compatibility with surrounding uses.

We think that there's an error in terms of the first sentence that says "not compatible with surrounding existing uses." Well, that existing use pulls in at that point, Mr. Chairman, the concrete batch plant.

Item d, appropriate if spot zoning.

Findings would create spot zoning. Let's see. As requested, commercial zoning is different from all contiguous land. Mr. Chairman, the . . . all contiguous land -- And perhaps I left that in the back here.

Mr. Chairman, contiguous land takes on -- the word "contiguous" takes on several definitions. Black's Law Dictionary says, "Contiguous first is in --

MR. SCHILLER: Object to him giving legal opinions.

MR. PAGE: Not a legal opinion, Mr. Chairman. I'm reading from a book.

THE CHAIRMAN: Yes, sir. We're going to allow it. He's just reading the definition out of a book.

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MR. PAGE: Mr. Chairman, the book reads "contiguous: In close proximity, neighboring, adjoining, near in succession or in actual close contact."

There are a number of definitions there that describe what would be contiguous.

We think that we are not spot zoning because we are contiguous to things that are fairly heavy construction in terms of land use at the present time. So we don't think we're doing any spot zoning at all.

The commercial we're asking for is the same as right across the street with the miniwarehouse.

So, Mr. Chairman, under item E, in terms of appropriate with changed conditions, it says here that if land uses or development conditions for the surrounding area of property for rezoning have changed.

And the area out there has not changed. The buildings that we have there now, the four buildings, were constructed in the early '90s and have been used for fairly heavy commercial activity since that period of time until they closed.

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And, Mr. Chairman, it says the land -- the land uses or development conditions within the areas surrounding the property have not changed.

We agree with that, but we think that our compatibility analysis that we have where there are existing commercial areas there now, that is a condition of which we are compatible with.

So, Mr. Chairman, out of all of the five criteria, we would ask the board to consider adopting the staff's findings on A. And then the balance of each individual findings, B, C, D, and E, that the board substitute the information that I've provided here today, which we think makes us compatible with all of those. We ask that you replace the staff findings with those as presented here today.

THE CHAIRMAN: Thank you, Mr. Page.

Questions of Mr. Page?

MR. GRAY: I had a question.

So are you trying to contend that -- I'm going to use a visual aid. For the record, this might be difficult.

Are you contending that these are contiguous pieces of paper? That these are parcels and they're by a piece of road?

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MR. PAGE: I could read the definition again. It certainly would include that they are contiguous.

MR. GRAY: So . . . And in my, I guess short 20 years of experience in urban planning, compared to some of those in the room, we're able to call this contiguous, this contiguous. And this is considered a hopscotch move. Does that make sense to you?

MR. PAGE: It's considered to be what?

MR. GRAY: Well, I'm using a layman's term.

It's considered noncontiguous. It's considered like a checker move, going hopscotch, ticking across a . . . In other words, if I was to say that this was commercial and this was, you know, low-density residential, that these aren't -- these aren't contiguous parcels -- and, again, they're split by a piece of road.

A road doesn't make them noncontiguous. If there's a road between those two, they're still considered contiguous. If they're next to each other, they're obviously . . .

MR. PAGE: Mr. Chairman, I would simply refer to --

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MR. GRAY: Is that your contention?
MR. PAGE: -- the staff's own findings.
MR. GRAY: Are you -- are you saying that because their corners are across, that the parcels are contiguous?
MR. PAGE: It could or could not be, based on the -- based on the definition that I've read to you, and also rereading again under Criterion C, the proposed amendment is not compatible with surrounding existing uses. Surrounding.
MR. GRAY: It certainly is surrounding. It certainly is surrounding. It's not quite adjacent. My experience has told me I haven't been able to consider this contiguous in the past. Right. I understand what you're saying.
MR. PYLE: Can we go to the existing land-use map? Can you put that up there? Can we go back to the -- Thank you. Zoning map. I'm sorry. One more. Thank you.
And . . . I'm sorry. So the concrete plant would be recognized by that.
MR. LEMOS: LDR. Concrete batch plant -- and I was going to say that on my -- I'm sorry, Mr. Page -- under my findings.
MR. PYLE: Use the microphone.

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MR. LEMOS: So under my findings --
THE CHAIRMAN: State your name.
MR. LEMOS: So under my findings -- Juan Lemos, development services planner.
Under the findings, you'll see that -- that that's -- that's an existing concrete batch plant that's been there for a long time, since the early '90s, according to the records we could find. So it's grandfathered, but it is on LDR.
The parcel itself is on LDR. The use, absolutely. I've been out there to the site. It is -- it is . . . Yeah, it is a heavy use. I don't know that it's an industrial use, but they do have concrete trucks that go in there and pick up stuff.
MR. PYLE: So let me ask you this: The current -- the previous owner, would they be -- when they were -- let's say when there was a nursery and gift shop, was that a nonconforming use for LDR?
MR. LEMOS: Oh, absolutely. For LDR, absolutely.
MR. PYLE: So it's never actually . . . Okay.

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MR. LEMOS: Yes, sir.
MR. GRAY: I'm looking at Google street view. And I don't know if we've -- if I've stressed, we -- I was requesting the county purchase a 360 camera. Remember this, Horace?
MR. JONES: Yes.
MR. GRAY: For the purpose of being able to zoom and to move around really well.
But for now, Google gave us a free 360 camera, to show us conditions on that Sorrento Road. And I -- I do remember this being kind of an odd . . . There's a USA Ready-Mix -- like, not your -- not your subject parcel -- which is contiguous to your property, as being sort of an odd-located, but obviously it's there. It's under LDR.
And if we were to be asked permission today for it to be there . . .
MR. JONES: No.
MR. GRAY: Right, would have been the answer. However --
MR. JONES: Wholeheartedly no. No. No. And just because there's a nonconforming use there, you cannot legitimize a zoning request.
MR. GRAY: There's -- Actually, we have

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wording in our -- our documentation that just because something is a nonconformer in there does not make it . . .
MR. JONES: Right.
MR. GRAY: What is it? Two wrongs don't make a right in this case. I'm just going to lean back on that again.
MR. PAGE: Mr. Chairman, we also would counter that by saying, who made it wrong?
In the early '80s, when the assessment of the various uses was done by windshield survey and put on a map?
That particular site was there. It was missed. I can't imagine that it being overlooked or someone saying we don't like that concrete plant there. And for that reason, we're just going to ignore its presence, and we'll classify it as a residential or mixed use.
I have another one that will be before this board probably next month in the same situation, where it was missed in the early '80s.
And now do you go back and tell them, well, you're nonconforming? Well, I didn't make myself nonconforming. You guys came out here

and did a survey, and you missed me.
It puts both of the landowners in a very difficult situation, Mr. Chairman. So I understand that, the question.
THE CHAIRMAN: Okay. What I'd like to do at this point, let's go ahead and get on the record the staff's findings.
And, Juan, if you would, please, just summarize -- I know that Mr. Schiller has a presentation. And he'll be next after you get these findings on.
But when you give each criteria, just give a very brief summary so we can keep moving.
MR. LEMOS: No problem. Yes, sir.
So the first criterion, consistent with the Comprehensive Plan.
We found that it is consistent with the Comp -- with the future land use.
Under Criterion B, consistent with the Land Development Code, it is inconsistent. Again, the code is very specific about what is allowed under the commercial development and what type of development is supposed to be allowed in there.
Let me clarify that at this point

obviously during the application, I did not have an actual compatibility analysis that Mr. Page has presented to the board now.
So I did mention that in some of my findings. So I'm going to refrain from mentioning that every single time at the point of submittal I did not have that to review.
Criterion C, compatible with the surrounding uses. I say not compatible with the surrounding uses in the area.
Under Criterion D, appropriate if spot zoning. Based on the definition of spot zoning, the Land Development Code, this will be -- this will create a spot zoning situation.
Criterion D. I'm sorry. Criterion E, if it's appropriate with changed or changing conditions.
Basically, we say if you drive between those two roads, Bauer and Blue Angel, that's a really very low development area. There are some existing commercials, in fact, businesses along Sorrento Road, but it is not highly developed.
And Mr. Page cannot point it out that there are a lot of environmental land conditions

that -- that -- that probably have prevented this little corridor from being highly developed because it is highly traffic -- it's traffic -- the traffic count is through probably the roof. I mean, I sat there for 20 minutes in the parcel. And, I mean, it's constant traffic. I got it.
But there is a reason that has never been developed ahead of the commercial. And, yes, environmental aspects, both the flood zones and the wetlands is absolutely one of the things that anybody who knows properties would have a challenge with. And that's it.
Do we have any questions?
THE CHAIRMAN: Okay. Thank you.
We'll bring you back up if we have additional questions.
Mr. Schiller.
MR. SCHILLER: Mr. Chairman.
THE CHAIRMAN: Sir, we haven't had the pleasure of meeting in this forum before, so I'd like to just have you basically share your qualifications, your education and your certification, licenses with the board so that they know who you are and everything.

MR. SCHILLER: I'm a member of the Florida Bar since January 1973.
THE CHAIRMAN: Okay.
MR. SCHILLER: And I'm employed from the State Attorney's Office here.
THE CHAIRMAN: Okay.
MR. SCHILLER: The Florida board . . .
THE CHAIRMAN: Have you had experience working with land usages and --
MR. SCHILLER: Only dealing with --
THE CHAIRMAN: -- views and property values, and --
MR. SCHILLER: This subdivision over the last 30 years.
THE CHAIRMAN: Okay.
MR. SCHILLER: And it's been an experience, I can tell you.
THE CHAIRMAN: Okay.
MR. SCHILLER: And I would like to call a witness out of order, Mr. Chairman.
THE CHAIRMAN: Okay. Let me just do one more housekeeping item here. For qualification of an attorney representing a homeowners association, do we have documentaiton that's required to be submitted for quasi-judicial

or --
MS. JOHNSON: No, no specific documentaiton.
THE CHAIRMAN: Okay. So the members of the homeowners association just appoint him as a spokesman, and then he can call individuals as witnesses in the case.
MS. JOHNSON: That's correct.
THE CHAIRMAN: Okay. All right.
Mr. Gray, did you have a question?
MR. GRAY: I did.
I would love for you to orient me to the subdivision with which you represent in relation to this.
Do we have a map --
MR. SCHILLER: Yes, sir.
MR. GRAY: -- that might show you in it?
MR. SCHILLER: Yes. Yes. Yes, I do, sir.
MR. GRAY: It might be on the screen, that the staff can probably pull it for you, if you have a larger scope.
MR. SCHILLER: I have a handout, too. 13 copies there.
THE CHAIRMAN: Okay. Sir, you're an attorney, so you're familiar with bringing those

into evidence. You have to explain what the documents are and where they came from.
MR. SCHILLER: These are the original plats of Grand Lagoon Ranches Homeowners Association -- Grand Lagoon Ranches subdivision.
THE CHAIRMAN: These are accurate and true copies of --
MR. SCHILLER: These are recorded plats -- recorded plats.
THE CHAIRMAN: Okay.
MR. SCHILLER: And I have copies for -- I think it's 13, so if you look at these, I think it can help you a little bit.
THE CHAIRMAN: How many documents do we have there?
MR. SCHILLER: There's two.
THE CHAIRMAN: Two. All right.
MR. SCHILLER: Exhibit A and Exhibit B.
THE CHAIRMAN: Okay. All right. The Chair will now entertain a motion to accept the Defense Exhibit 1 and 2 into evidence.
MR. GRAY: Motion.
MR. PYLE: Second.
THE CHAIRMAN: Motion and a second.
All those in favor say aye.

(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. They're entered into evidence as 1 and 2.
Is there a preference to which one you'll be using first, sir?
MR. SCHILLER: We'll use A.
THE CHAIRMAN: Okay.
MR. SCHILLER: I forgot which one A was.
THE CHAIRMAN: You've already got them labeled. Great. Thank you, sir.
THE CHAIRMAN: Yes, sir.
You've already labeled them, which is great. Thank you.
MR. SCHILLER: And, Mr. Chairman, I'd hate to go out of order, but I have a witness that has a doctor's appointment, and she would like to testify.
THE CHAIRMAN: Yes, sir. Bring her forward.
MR. SCHILLER: Yes, sir. Ms. Wells.
THE CHAIRMAN: Ms. Wells?
MR. SCHILLER: Yes, sir.
THE CHAIRMAN: Okay. We'll have her sworn

in, and state her name and address for the record, please.
- - -
SUZANNE WELLS, upon being duly sworn, was examined and testified as follows:
- - -
MS. WELLS: My name is Suzanne Wells, 3298 Nighthawk Lane.
MR. SCHILLER: And, Ms. Wells, are you the president of the homeowners association?
MS. WELLS: Yeah, I'm the president of the homeowners association.
MR. SCHILLER: And you're looking at Exhibit B there in front of you.
MR. GRAY: The recording is being done. If you'll get in front of the microphone.
THE CHAIRMAN: Yes, sir. If you'll get in front of the microphone.
MR. SCHILLER: Exhibit B represents a plat of your subdivision. That's correct?
MS. WELLS: Yes.
MR. SCHILLER: And you live at -- actually, there's another addition to this that's not here.
MS. WELLS: Yes. This is unit one.

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MR. SCHILLER: All right.
MS. WELLS: I live in unit one.
MR. SCHILLER: How many homeowners or lot owners are in --
MR. GRAY: I'm sorry. I can't hear what you're saying, and you're only 15 feet away.
MR. JONES: Here's a microphone. Go to the mic. If you can pass the mic behind you.
THE CHAIRMAN: Or we can use Horace's.
MR. JONES: We got one.
MR. SCHILLER: Okay. That will work.
THE CHAIRMAN: It's for the record and for your board. Thank you.
MR. SCHILLER: Ms. Wells, how many lot owners -- lot owners are there in that subdivision?
MS. WELLS: 14.
MR. SCHILLER: So you're a small subdivision; is that correct?
MS. WELLS: Well, 14 in unit one.
MR. SCHILLER: And there's another unit? Three or four more?
MS. WELLS: Maybe seven.
MR. SCHILLER: All right. You're in that one; is that correct?

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MS. WELLS: Yes.
MR. SCHILLER: Okay. And did you have a comment you want to make to the board about this rezoning?
MS. WELLS: I do.
MR. SCHILLER: And how long have you lived there?
MS. WELLS: Wow. 1986. Since 1986.
MR. SCHILLER: And you have horses out there?
MS. WELLS: Yes.
MR. SCHILLER: And is that the -- each lot in there is five acres?
MS. WELLS: Yes.
MR. SCHILLER: With one house for five acres; is that correct?
MS. WELLS: Mm-hmm.
MR. SCHILLER: And you go down Sorrento Road at least daily; is that correct?
MS. WELLS: Yes.
MR. SCHILLER: And are you familiar with the Perdido pitcher plant prairie preserve . . .
MS. WELLS: Yes.
MR. SCHILLER: . . . park? Okay.
Go ahead with your comments that you have.

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MS. WELLS: Okay. I just want to say if this is rezoned, it's my opinion that the quality of life -- our quality of life will be impacted.
On -- Just on June 18th this year there was a fatal accident near Sorrento and Bauer, which is only one mile from the area that we're talking about here.
And unfortunately, one person was killed and one was in critical condition. And this happens all the time on Sorrento. There have been numerous other wrecks and several fatalities.
I personally have had several close calls trying to turn left from Sorrento onto Nighthawk.
This intersection is within 500 feet of the property being considered. And I've had cars and even a motorcycle almost rear-end me. And they end up going into the ditch because they're not paying attention.
The speed limit's 45 there. They're going 60. They aren't paying attention. They're texting, whatever they're doing. And then all of a sudden they see me, even though I slow down

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to 35 miles an hour to try to, you know, get people to slow down. They end up in the ditch.
MR. SCHILLER: So you're talking coming westward towards --
MS. WELLS: Going -- I'm going --
MR. SCHILLER: East from the west --
MS. WELLS: East. Trying to turn left onto Sorrento.
MR. PAGE: Mr. Chairman, could I ask that she identify what criteria she's speaking to, please?
THE CHAIRMAN: I think -- I think that is important because the board here only can identify or vote on the criteria that we have up there. So we would --
MS. WELLS: Okay.
THE CHAIRMAN: -- we would like for --
MS. WELLS: Well, it's about quality of life.
THE CHAIRMAN: That's not one of our criteria.
MS. WELLS: I thought it was on there toward . . .
MR. SCHILLER: It's in the board's public, down here, quality of life.

MS. WELLS: Board action. Oh, guys consider the quality of life.

THE CHAIRMAN: Well, right, but we have to base our decision on competent and substantial evidence that is one of these categories.

MS. WELLS: Okay. Well, impact on the wetlands. No? Yes? Okay. I mean, I don't have to give you-all a lecture about how important wetlands are.

But it will greatly impact our wetlands. The whole area has been designated for -- as Perdido pitcher plant prairie.

And I just feel that with the traffic, increased traffic, it's already too much. And the impact on our environment, it would be -- would truly impact our quality of life.

MR. SCHILLER: Okay. And for the record, Sorrento Road is a two-lane road; is that correct?

MS. WELLS: Yes. No shoulder, by the way.

MR. SCHILLER: No bike path, no shoulder.

MS. WELLS: No. There's nothing.

And I'm going to have to leave. I have an appointment. So I appreciate you letting me go first.

MR. FEARS: Thank you for waiting this morning.

MR. SCHILLER: Madura Mullins.

THE CHAIRMAN: Mr. Schiller, I would ask that you try to ask them to stay focused on the criteria that we have here because that's the only thing that we can really vote on for this board.

- - -

ALICE MADURA MULLINS, upon being duly sworn, was examined and testified as follows:

- - -

MS. MULLINS: My name is Madura Mullins, and I live at 11557 Sorrento Road.

I am diagonally across. My property -- Apparently from -- from the maps, I barely missed getting a letter. I saw the sign on the road.

I may be within 500 feet. I don't know. I didn't mark it, because traffic is too busy on Sorrento.

THE CHAIRMAN: Ms. Mullins, before you go on, do you also go by the name Alice?

MS. MULLINS: Yes. It's Alice Madura.

THE CHAIRMAN: Okay. So you just -- on

the paper here, you gave Alice. I wanted to make sure the record that is preserved, that you're the one speaking.

MS. MULLINS: Okay. Alice -- My name is Alice Madura Mullins.

THE CHAIRMAN: Okay.

MS. MULLINS: So Alice is part of my legal name.

THE CHAIRMAN: Yes, ma'am.

MS. MULLINS: Thank you. Sorry for the confusion.

THE CHAIRMAN: No problem.

MS. MULLINS: Okay. I would like to state that I do agree with staff's findings.

Instead of repeating all of what they said, I agree with that for you to not approve this zoning request.

If you make it commercial, it would open the door to a lot of inappropriate things. I know Mr. Page addressed they're limited in what they can do.

But even at that, there's stuff that could be put in that would not be appropriate for residences across the street or next door to it.

Now, as far as the concrete batch house is

concerned, that originally was part of the subdivision that I'm in on the wrong side of the road. So that's the reason -- a good thing years ago back in the '80s that there was no zoning.

It was sold as residential property, but the new owner took that portion and turned it into a concrete plant.

It is a nonconforming property within the residential zoning. Sorrento has not been four-laned yet. They don't have sewer available on the property in question. It's septic tank.

All of that needs to be taken into consideration whether it would be appropriate to make it commercial.

That's about all I have to say. I do agree with staff's findings.

MR. GRAY: Sorry to interrupt you.

MS. MULLINS: Yes.

MR. GRAY: How are we handling time on this, staff? Jon? How are we handling time on each of these speakers? I'm not really seeing it displayed.

THE CHAIRMAN: These are witnesses being called by the attorney, so they are given

latitude.
MR. GRAY: Oh, is that right? Okay. My mistake. I apologize.
MS. MULLINS: Thank you.
THE CHAIRMAN: That's all you have? Questions by the board?
(No response.)
THE CHAIRMAN: No?
Thank you.
MR. SCHILLER: Call Ms. Buck, Cathy Buck.

CATHERINE BUCK, upon being duly sworn, was examined and testified as follows:

MS. BUCK: My name is Cathy Buck. My address, 3351 Nighthawk Lane.
THE CHAIRMAN: Thank you.
MR. SCHILLER: And, Ms. Buck, did you get one of those orange flyers here in the mail?
MS. BUCK: I did not. I am not within the 500 feet.
MR. SCHILLER: Okay. And you have some comments you'd like to make to the board.
MS. BUCK: I do.
MR. SCHILLER: Concerning the criteria.

MS. BUCK: Yes.
I'm sorry. My first time at this rodeo. In another life, I was a local official, participated in planning and zoning. And I was you in another state in another time.
So I'm not familiar with your format. Forgive me. I did not go A, B, C, D. So if you just give me a little latitude, I'll try to be very brief.
I certainly reiterate what Madura Dora had to say. I believe that traffic, although it's not considered here specifically, in the -- in the back -- backup readings from your staff, they did talk about the traffic differential between Nine Mile Road and Sorrento Road.
We are only 200 vehicle trips a day below Nine Mile Road. So that gives you, if you're not familiar with Sorrento, an idea of the kind of traffic volume that we face on a daily basis. And that was in 19 -- in 2018, I should say.
I would say that any rezoning from LDR to commercial is tantamount to spot zoning. And I agree with staff that this would be absolutely spot zoning.
And, again, two wrongs don't make a right.

I -- I believe that the property owner should have an opportunity to make use of their property.
However, it should fall within the LDR with an eye to the future, which is 11 years coming, so the 18 acres obviously have already been pointed out as riddled with wetlands. They're sensitive and protected by the State of Florida.
The existing uses and structures, as we have already said, are nonconforming.
The original handwritten application said that they were interested in having a microbrewery. I don't know if you were privy to that.
Suddenly it changed to an office. I don't know if either would be . . . Certainly an office would not -- If -- if it was a nanobrewery with a very limited special-use condition or conditional use, I think that could potentially be a use for the property. It could also be a driving range or -- or something of that that would be conforming with the LDR.
So I believe that spot zoning is a no-no and should be prevented at any rate.

Thank you.
THE CHAIRMAN: I did have one question for you, Mr. Schiller.
Ms. Buck indicated her past expertise in the area of land use and planning.
Are you qualifying her as an expert witness?
MR. SCHILLER: No, no.
THE CHAIRMAN: Or just as a layperson?
MR. SCHILLER: I didn't know that. That's the first time I heard that.
THE CHAIRMAN: Okay. Okay. So -- so --
MS. BUCK: I'm -- I'm -- I've only lived here five years, so . . .
THE CHAIRMAN: Okay. Because we would have to voir dire the witness and get all of that out if she's going to be an expert.
MS. BUCK: No. You'll just have to take my word for it. I have 19 years --
THE CHAIRMAN: Yes, ma'am. Okay.
We just want to make sure because in quasi-judicial, if you're going to be an expert witness, we have to go through a few more steps --
MS. BUCK: I understand . . .

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THE CHAIRMAN: -- to do that.
MS. BUCK: . . . yes.
THE CHAIRMAN: Okay. I don't have any questions.
Any questions of this witness?
(No response.)
THE CHAIRMAN: Okay.
MS. BUCK: Thank you.
THE CHAIRMAN: Thank you, ma'am.
Go ahead, sir.
MR. SCHILLER: I'd like to -- I have some questions for Mr. Page, but I'd like to testify briefly about the . . .
THE CHAIRMAN: Before we do that, is Ms. Carole Tebay -- Is she one of your witnesses as well or -- No. She just wants to testify. Okay. So we give you the opportunity, once the gentleman has finished his presentation.
MR. SCHILLER: Well, as I say, I have some questions for Mr. Page.
But on my Exhibits A and B, Exhibit B is our subdivision. Since this -- We have another unit which is about six houses more. Goes down that street and dead-ends at a creek called Sandy Creek.

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And Sandy Creek runs under Bauer Road. And there's another part of our subdivision over there that's smaller one-acre lots.
And so Exhibit A is part of the original Grand Lagoon Ranches. And it's broken into 10-to 20-acre parcels for homes.
And as you can see, it's platted there. It's right in the middle. The concrete plant sits right in the middle of that.
When we first moved out there and bought out there in the early 1980s, '79, '80s, there was nothing out there. There was one house on that whole place. And none of this was there. No miniwarehouses.
Walmart wasn't there. Blue Angel Parkway wasn't there. Bauer Road was just a little country road that crossed there. And the only other thing out there was Periodo Bay Country Club.
The developer of Grand Lagoon Ranches decided he was going to convert this back to raw acreage unbeknownst to us, and put a sign out there, one of these -- little sign. No letters went out to anybody. A little -- a little -- Not even as big as this, a little white sign.

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One night I got a call from one of the people who owned. Went out there at 7:30 at night.
Says, "Look at this." Goes, "A meeting to be held at Bratt Middle School, a special meeting set by the Board of County Commissions to deal with the zoning." Well, that was the same night we looked at it. And we sent somebody up there to object, but they couldn't find Bratt Middle School.
The developer got the County -- Board of County Commission, the people that appointed you, in theory --
MR. PAGE: Mr. Chairman, I'm sorry. I can't follow 1 through 6. If he could tell me where he is in that criteria outline, please.
MR. SCHILLER: I'm explaining to Mr. Gray -- he asked how that plant got there. I'm trying to explain that. That's a question the board raised, Mr. Page.
THE CHAIRMAN: Okay. Mr. Schiller, I'm going to ask you just to hold for one second. The reason is, I have to exit the meeting.
I've got a meeting that I cannot get out of. And I'm going to have to turn it over to

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the Vice Chairman, who's my best buddy right now. I'm sure to get a note from him.
But if you'll just allow me a moment to just kind of orient him with what documents I have here. Hold on just a moment.
(The Chairman left the hearing room.)
MR. PYLE: I ask we set timing on speakers. Is there some reason there's -- I understand that he's calling witnesses, but on speakers, is he not subject to the three minutes?
MR. GRAY: That's up to the board's call.
MR. SCHILLER: I'm only responding to a question he had about the concrete plant. I'm trying to explain it, but . . .
MR. PYLE: Proceed.
MR. SCHILLER: If you're ready to vote on this, if you want to affirm what staff recommends, then we'll rest right now. I mean, I . . .
MR. PYLE: Sir, you understand the criteria that we have to judge by.
So the applicant has the right to ask what -- if you are speaking in opposition, which criteria you are utilizing for your opposition.

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MR. SCHILLER: Okay. Well, it's not that we've answered the question, then, that Mr. Gray had.

MR. GRAY: I don't mind allowing the -- a little bit of time to talk about the origin of what we have as nonconforming used as a comparative analysis.

MR. SCHILLER: Okay. And staff raised that question anyway.

They had that meeting. It was converted back to raw acreage.

And about a month later, the owner sold it to the concrete plant owner up at Century to put that plant in.

This was all done secretly on the sly at night at Bratt Middle School. And we didn't get any written notice of it. And we've had to live with that plant for 30-something years now. And it is the highest industrial use you can have on property.

They had to fill in big trenches. I don't think they got permits. They dug trenches to drain it and fill it in with concrete washout and gravel. It's a big dusty eyesore. Noisy.

And since that happened, the homeowners

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have agreed to fight everything that goes out there that's inconsistent -- you know, opposition on this -- on this property out there.

We fought hard to get this whole area converted to park by the state for the Perdido pitcher plant prairie. This is part of a state park here. There isn't just county land. This is a state park to the east and to the south of this property, and to the north and the northwest and the northeast. It goes all the way to Tarklin Bayou, 3,500 acres.

Okay. A large part of that was done by Grand Lagoon Ranches homeowners. All right. So that's how that concrete plant got there.

And I think if you look at Mr. Page's handout, they filled in the wetlands to do that. I don't know how they got a permit to do that.

But you can see the wetlands was joined right there until they put -- they filled it in and dug their ditches out there.

They dug a ditch down here to drain it. These ditches are -- I don't know who put it in, but they're trying to drain this property out there.

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MR. SCHILLER: So, again, on Mr. Page's handout, I'm not sure of what -- what page -- page three he's trying to show us. He's trying to show that these first two sections are going to be preserved wetlands? Is that it?

MR. PYLE: He's simply, I think, stating what the existing condition, in contrast to what we were provided.

MR. SCHILLER: He's trying to get this parcel here rezoned? As well as this parcel?

MR. PAGE: Yes.

MR. SCHILLER: And connect them somehow?

MR. PAGE: Yes.

MR. SCHILLER: Okay. Well, anyway, for these -- for these reasons, we -- we recommend that you follow the staff's recommendations.

We've had nothing but -- We've had to fight the county at every turn. We've been to Circuit Court. We had two or three administrative hearings.

The concrete plant tried to expand and go west. And we had to -- had to go to Circuit Court to stop them.

And they finally -- The County Commissioners agreed with us on that. And the

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owners appealed and we won in Circuit Court.

Anyway, it's been a fight for 35 years, and that's -- that's the history of that area out there.

MR. PYLE: Thank you.

MR. SCHILLER: We recommend that you follow their recommendations.

Thank you.

MR. GRAY: Thank you. Thanks for the chart.

MR. PYLE: Do we have a Carole Tebay, please?

MR. PYLE: You have something for us you need to hand up to staff.

MS. TEBAY: Thank you.

- - -

CAROLE TEBAY, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Ms. Tebay, if you can state your name and address, and then briefly explain what it is you're handing the board, and see if we can submit that into evidence.

MS. TEBAY: I'm Carol Tebay, 4060 Indigo Drive.

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This is a map from the DEP Web site, which shows the Perdido pitcher plant prairie.

And in the center you'll see the end holding, which is the development that the citizens have been -- And the property that wants to be rezoned.

So it shows that to the north and east and a little to the west are conservation lands. To the south is the Garcon Swamp, which is -- Those are acquired lands for the Perdido pitcher plant.

MR. PYLE: So if I understand, you're basically talking about surroundings.

Is this something you'd like to submit into this case into evidence?

MS. TEBAY: Yes.

MR. PYLE: Okay. If anybody has any questions or they'd like to . . .

MR. GRAY: I think we should introduce this into evidence.

MR. PYLE: Do we have a motion and do we have a second?

MR. GRAY: Motion.

MR. FEARS: Second.

MR. PYLE: We have a motion and a second.

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All those in favor say aye.

(Chorus of "ayes.")

MR. PYLE: Any opposed?

(No response.)

MS. TEBAY: Yes. I'm just hoping to show that this property is an end holding within conservation area.

And the green to the south of it is essential parcels remaining to be purchased as part of Florida Forever. And I don't know when it will be eventually, but it's on the Florida Forever wish list of property that the sellers -- of willing sellers. So that would make it completely surrounded by conservation land.

MR. GRAY: I think I'm trying to -- If I may ask, Mr. Chair, to orient myself on this graphic, this map that you've shown.

MS. TEBAY: Yeah. You'll see the small yellow in between in the middle.

MR. GRAY: That is an enclave of nonconservation --

MS. TEBAY: Correct.

MR. GRAY: -- is you folks.

MS. TEBAY: Yes. That -- Those property

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owners -- I live on Big Lagoon.

MR. GRAY: I'm sorry.

MS. TEBAY: Those property owners --

MR. GRAY: This subdivision.

MS. TEBAY: Subdivision.

MR. GRAY: The subdivision.

MS. TEBAY: And the land across that 292 is Sorrento.

So the property south, the little piece south of Sorrento is the concrete plant and the parcel that's being discussed today.

MR. GRAY: Thank you for helping me orient. Thank you.

MR. JONES: May I ask a question? Because I know we -- if this going to be in evidence, I don't -- this map, is this a county-done map or --

MS. TEBAY: This is a state map.

MR. JONES: State map.

MS. TEBAY: I got it from the DEP Web site.

MR. JONES: okay.

MS. TEBAY: It's for the Florida Forever. And this is the Perdido pitcher plant prairie, which is conservation land.

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MR. JONES: Right.

MS. TEBAY: And so the green is land that they hope to purchase.

MR. JONES: So this land is -- Is this not adopted by them, or they just -- they're hoping to -- I don't want to . . . Are they hoping to get it?

MS. TEBAY: This is their information map on the DEP Web site of what the Perdido pitcher plant prairie is.

MR. PYLE: You obtained this from a state Web site, correct?

MS. TEBAY: Correct.

MR. PYLE: And you copied it yourself and are submitting it?

MS. TEBAY: Correct.

MR. PYLE: This is existing as the pitcher prairie plant.

MR. GRAY: And the plant also concludes their targeting of . . . Is that correct?

MS. TEBAY: Correct.

MR. GRAY: Essential parcels remaining, which are targeted areas.

MS. TEBAY: Correct. It's on their wish list, so . . .

MR. GRAY: And to be clear again, does their target -- This kind of gets blurry in there. Does their target parcels include the parcel with which we're looking at on the rezoning case today or just --

MS. TEBAY: No, because that would not be a willing seller.

MR. GRAY: I see.

MS. TEBAY: The green is willing sellers. It's just the state coming through with the money to purchase it.

MR. GRAY: Okay. And the concrete plant --

MS. TEBAY: Is not a willing seller. So they're all in holding within conservation lands.

MR. GRAY: And this subdivision itself also is not wishing to become part of conservation.

MS. TEBAY: Correct. And to become part of the pitcher plant prairie, you have to be willing sellers.

MR. GRAY: Got it. Okay. Thank you again.

MS. TEBAY: Thank you.

MR. PYLE: All right. Any other speakers on this case?

Mr. Page, would you like to comment on any of these?

MR. PAGE: Thank you, Mr. Chairman.

Out of the four speakers, there was a number of things that they were concerned about, least of which and last was this pitcher plant map.

Even with my bifocals on, I'm thinking that the area that is south of the highway probably is this piece of property.

And if it is this piece of property, the map is out of date because Florida DEP, according to what I've already handed out to you, has agreed to take two parcels of that because they feel like it is wetlands. And the owner at the time did the same thing. So they're in conservation.

So I would suggest to you that the map perhaps is not completely up to date. And if the homeowners in that area that have the five acres with horses, if they aren't willing to be a part of the pitcher plant preservation designation, I'm not sure how that speaks to

environmental concerns out that way, Mr. Chairman.

But in any event, the other concerns that we heard, one that particularly caught my attention, was highway safety.

And as speaker turned and walked away from the podium, she said that there's no shoulder out there. It's a two-lane road with no shoulder.

Well, yesterday morning we had four trucks and a car parked on the shoulder in front of this facility that -- this piece of property that we're talking about here now, very well maintained and mowed, apparently by the concrete company, as I understand it. They mow all the way down in both directions.

And the miniwarehouse across the way mows probably about a 30- or 40-foot strip all in front of it.

Gentlemen, there's plenty of shoulder out that way. And if there is a safety issue, it's certainly not the -- anything that the owner of the piece of property that I represent can enforce.

That type of thing, as you clearly know,

that's something the Sheriff's Department would certainly handle.

Less quality of life. I'm not sure how -- what quality that would be. If a -- if a commercial establishment, small, especially given the size of this -- it's an existing building -- would have on the quality of life in that area.

I'm sure that there could be some environmental biologist somewhere that would say that that 14-acre subdivision that's out there affected the quality of life, the quality of all the flora and fauna that were part of what was removed in order to put those 14 lots in there. So this goes -- this goes back and forth.

A microbrewery that I heard mentioned, that absolutely was an early consideration, but the need for the zoning for that was a very high plumb to reach, because you had to have a zoning category above where we're requesting in order to put that type of thing in.

The interested buyer in this piece of property is in the air-conditioning business, not in the installation of air conditioning, but insomuch as the tweaking of the baffles and what

have you, to allow certain cubic feet and what have you to come in.

As a matter of fact, my understanding is he has a contract with the county to do this building, and the courthouse, and perhaps other government buildings.

That's who is proposing to occupy this, Mr. Chairman, as an office place they could meet in the morning and then go out to the various buildings and do whatever you do to manage these air-conditioning systems.

The pitcher plant, I still am not all that conversant with -- with -- with what problems that this would present with that, only because DEP identified the environmentally sensitive lands.

And the owner at the time agreed to make that donation, as I previously said. So we think that that perhaps might be a moot point on this particular piece of property and for this application process this morning.

So, Mr. Chairman, based upon the staff's findings, that we concurred with A, I would ask the board to consider all the testimony and the information that I presented as competent and

substantial information concerning the information required on B, C, D and E, and ask that you adopt our findings for each of those, together with the staff's findings of item A. Thank you.

MR. PYLE: Thank you, Mr. Page.

And I will just say, as a resident of that area, this is the -- these are the cases that drive me nuts, this transitory Gulf Beach Highway, Sorrento. It's terrible because I think the benefit of the map that the last speaker brought up was simply to show the size of the pitcher prairie plant was a big deal for a long time and hard-fought battle, if I'm not mistaken, that was -- I just think it simply stands to show the quantity of area that is preserved under that.

Mr. Page would have an argument for or against that. I get it. And I think, Mr. Page, you represented your . . . the applicant as best as you possibly could, especially given that the county's findings were contrary to that.

But do any of the board members have any questions for Mr. Page or any of the other speakers?

MR. GRAY: I don't know that I have any questions. I do, you know, probably have some discussion among us for a few minutes, but I'll pause to do that.

MR. PYLE: I think we're there. I think we're there.

MR. GRAY: Yeah. Again, I think we were looking at one of the criteria being the spot zoning. So if we go to D.

And I'll just -- Maybe I should ask staff. Do you remember the physical representation of my two sheets of paper being catty-corner or kitty-corner, however you say it, in the region as not considered contiguous? That's the question.

So if we look at the map we just passed -- if we can go back down. Sorry. That was a great representation -- graphic on the screen.

The commercial that's across and to the west, are we allowed to hop across the road like that and consider ourselves not spot zoning?

That's the question, staff.

Have you been . . . I was -- I was directed by the former DCA that I can't do that when I was trying to accomplish some things back

in -- I don't know -- 06 'or '05, something like that. Is that the same finding with the county? Do we consider those contiguous and would that be spot zoning in any other situation if those were adjacent but not connected?

Do they have to share an edge is the question. Can they share a corner?

MR. JONES: Yeah. The road -- the road is a dividing point. It's a separation. And we still -- we still would consider this as spot zoning.

MR. GRAY: Okay. So that was my -- that was my one question. So that one has kind of been answered.

So your customary understanding of this is the road's the divider, but furthermore, it has to share an edge.

MR. JONES: Yeah.

MR. GRAY: Yeah. Okay.

So I guess that's been cleared up, one of the questions I had.

My other question might be, you know, for -- Well, it's not really a question. It's more of a statement.

And that is the idea that we've got a

community that's been suffering a neighbor for so long that, sure, next to that neighbor, anything looks probably okay.

But you can't compare that neighbor because they're a legal nonconformer, right?

MR. JONES: Correct.

MR. GRAY: So as against a concrete plant, I'm sure, you know . . . I don't know . . . a firework testing site might look okay, you know. I don't know what it would take to make that -- That's just obnoxious. I really do feel for the residents over there. It just seems like the system has failed you, if that was what I was surviving next to.

And I -- you know, I know the efforts you've been undergoing. I don't know what role you've played in the different plans and the preservation and conservation areas. But applaud -- applaud you guys for that insight to make that work.

So, you know, I -- I feel bad that you feel like -- you probably feel like the system doesn't work.

And I think if we vote in favor of this, that you'll probably be in further in that

assumption that the system doesn't work.

So I mean, I guess you guys can understand where I'm coming from on this. That's all I have for the statement.

MR. PYLE: Do you have a question or comments, board members?

(No response.)

MR. PYLE: Hearing none, entertain a motion.

MR. GRAY: Let's see if this works. I'm going to move to deny the application and going along with staff's findings.

Again, I might need some help on this. Which criteria they were -- that it was -- it was.

It was D was nonconforming or didn't -- C, B.

MR. RUSHING: C, D, and E.

MR. GRAY: C, D, and E.

MR. RUSHING: Based on C, D, and E.

MR. GRAY: C, D, and E. Thank you.

So based on C, D, and E, that this is a no vote for me. This does not pass.

MR. PYLE: We have a motion.

MR. FEARS: Second.

MR. PYLE: We have a motion and second. All those in favor signify by saying aye.

(Chorus of "ayes.")

MR. PYLE: All those opposed say nay.

(No response.)

MR. PYLE: The ayes have it.

And it does not pass.

Adjourns the quasi-judicial meeting.

(Hearing concluded at 11:52 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **6. E.**

Meeting Date: 08/06/2019

CASE : Z-2019-12

APPLICANT: Wiley C. "Buddy" Page, Agent for Curtis and Kelli Sumrock, Owners

ADDRESS: 11545 Sorrento Rd

PROPERTY REF. NO.: 12-3S-31-3301-000-000

FUTURE LAND USE: MU-S, Mixed-Use Suburban

DISTRICT: 2

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 09/05/2019

SUBMISSION DATA:

REQUESTED REZONING:

FROM: LDR, Low Density Residential district (4 du/acre)

TO: Com, Commercial district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The MU-S category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.
CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize
development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS
The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1. Based on public records, the parcel was previously developed and used as an operational plant nursery/landscape business, a listed use under the retail sales and services of the MU-S FLU category. Redevelopment of this property will promote the efficient use of utilities and infrastructure and redevelopment of an under-utilized property making the proposed use compatible with the intent of CPP FLU 1.5.1.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

FINDINGS
The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the location criteria requirements. The proposed location, if the rezoning is approved, would encourage the creation of strip commercial development. The applicant did not provide a compatibility analysis for review.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses
All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with

potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Adjacent parcels are zoned low-density residential with some large tracks of Conservation zoning. Within the 500 foot radius, there are properties with zoning districts Commercial, Low-Density Residential and Conservation. One storage-warehouse business across Lillian Hwy to the North, five vacant residential parcels, two single-family residences, two large parcels owned by the State of Florida and one mineral processing plant parcel, zoned low-density residential in place since 1993, based on public records. The applicant did not provide a compatibility analysis for review.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The proposed zoning **will create spot zoning**, based on the LDC definition in Chapter 6, as the requested Commercial zoning is different from the zoning of all contiguous land. Site visit reveals the parcel's location about midway between Bauer and Blue Angel to be sparsely developed as compared to the East and West major intersections. Due to the parcel's location, the proposed zoning request would not create a logical zoning transition between the low-residential districts and other existing zoning districts in the adjacent area. The applicant did not provide a compatibility analysis for review.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. Based on public records, both of the current commercial uses have existed since 1984 and 1993. The site is located midway between Blue Angel and Bauer roads in an area that is currently scarcely developed. Allowing a commercial zoning for the property would contribute to commercial development sprawl. The applicant did not provide a compatibility analysis for review.

Attachments

Working case file12

EXHIBIT C

From: Horace L Jones
To: Juan C. Lemos
Subject: FW: Sumrok email
Date: Friday, January 24, 2020 8:35:34 AM
Attachments: SDD Density and Uses Savings Clause.pdf
SDD Zoning Reg.pdf

Juan,

Please include this e-mail chain of e-mails with my response for the rezoning packet. . The purpose of this e-mail is provide evidence to the record that an interpretation of the Saving Clause and it purposes was addressed.

From: Horace L Jones
Sent: Wednesday, October 23, 2019 1:53 PM
To: curtis sumrok <csumrok@yahoo.com>
Cc: Andrew D. Holmer <ADHOLMER@myescambia.com>; Allyson Lindsay <malindsay@myescambia.com>; 'Buddy Page' <budpage1@att.net>
Subject: FW: Sumrok email

Good Afternoon,

Mr. Sumrock,

Here is a copy of the Savings Clause for the property that was signed and recorded with the County as well as an excerpt from the Old Land Development Code zoning designation of SDD. The Signed Savings Clause form as recorded and the e-mail that was forwarded to you October 10th provides the information as requested below.

Respectfully,

From: Horace L Jones <HLJONES@myescambia.com>
Sent: Wednesday, October 23, 2019 1:38 PM
To: Horace L Jones <HLJONES@myescambia.com>
Subject: Fwd: Sumrok email

Sent from my iPhone

Begin forwarded message:

> **From:** csumrok@yahoo.com
> **Date:** October 16, 2019 at 12:31:16 PM CDT
> **To:** Horace L Jones <HLJONES@myescambia.com>
> **Cc:** Buddy Page <budpage1@att.net>, "Andrew D. Holmer"

<ADHOLMER@myescambia.com>, Allyson Lindsay <malindsay@myescambia.com>
Subject: Re: Sumrok email

Hello Mr. Jones,

First of all, thank you for the reply.

Around 1999, Escambia County and other government agencies approved and permitted the construction of two commercial steel buildings and other supporting structures on this parcel in addition to customer and employee parking and bathrooms accessible to the public. The Site and Utility Plan approved by Escambia County was submitted by the owners of Evergreen Gardens and Nursery, Inc. Escambia County issued building permits and approved this company to perform retail sales from this location including infrastructure for general office space, product displays and storage. The development plan was approved and constructed while zoned SDD.

As you reference below, in 2015 the SDD zoning was eliminated and subsequently the zoning changed to LDR despite the permitted use of the property for over 15 years being commercial in nature.

So please confirm that according to your determination below, the Savings Clause restores permitted land uses that were omitted and that the site can continue to operate as a retail business and utilize the existing steel buildings for commercial business purposes including general office space, product display, and storage, etc.

Sent from my iPhone

> On Oct 10, 2019, at 7:53 AM, Horace L Jones <HLJONES@myescambia.com> wrote:
>
> Good Morning , Mr. Sumrock
>
> Here is the response as requested from my phone conversation with you indicated below.
>
> Briefly, the savings clause (Land Development Code (LDC) Sec. 3-1.8) states, in part, that a landowner who had any "permitted land uses" of the previously applicable zoning district eliminated as a result of the consolidation of zoning districts in the 2015 adoption of a new LDC could

apply to have the previously permitted uses reinstated.

Within the former SDD zoning and several other districts there had been a provision allowing “other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA)”

By that wording, no uses other than those specifically enumerated by the district were established as the permitted uses of the district. The allowance of any other use would require a determination by the Planning Board – a process that was eliminated by the zoning consolidation and not retained, referenced, or replaced within the savings clause.

A non-enumerated use did not exist as a permitted use in any former zoning; it was conditional to a determination of the Planning Board if the district authorized that process. Accordingly, a non-enumerated use is not within the permitted land uses available by savings clause. The savings clause only refers to uses permitted by right, not uses that could have been requested to be found similar to or compatible with those permitted uses.

Horace Jones
Department Director
Development Services Department
33363 West Park Place, Pensacola, FL
850-595-3625 or 554-8210
hljones@myescambia.com

-----Original Message-----

From: curtis sumrok <csumrok@yahoo.com>
Sent: Tuesday, October 01, 2019 4:19 PM
To: 'Buddy Page' <budpage1@att.net>; Horace L Jones <HLJONES@myescambia.com>
Cc: Andrew D. Holmer <ADHOLMER@myescambia.com>
Subject: Re: Sumrok email

Buddy,

Mr. Jones called me today and he agreed to provide me a written response to my original letter dated 14 Sept 19 by next week.

Regards

Curtis

On Tuesday, October 1, 2019, 12:30:17 PM PDT, Buddy Page <budpage1@att.net> wrote:

Horace, please check your email dated September 14, 2019 from Sumrok. Buddy

From: Buddy Page [mailto:budpage1@att.net]
Sent: Tuesday, October 01, 2019 1:29 PM
To: 'Horace L Jones'
Cc: 'Andrew D. Holmer'; 'curtis sumrok'
Subject: Sumrok email

Horace, I have a copy of Sumrok's email dated September 14, 2019 to you regarding his property on Sorrento Road. He asks that you provide guidelines to be utilized in order to determine what other environmentally compatible uses that may be allowed. He asked that you provide information within 10 days. This is woefully overdue. Please provide us with your written reply. Thank you. Buddy

Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

Land Use Zoning Litigation Support Due Diligence

5337 Hamilton Lane - Pace, Florida 32571

Cell 850.232.9853 - budpage1@att.net

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued...

B. Continued...

4. Case No.:	**Z-2019-12**
Address:	11545 Sorrento Road
Property Reference No.:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Curtis and Kelli Sumrok, Owners
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Suzanne Wells, Alice Mullins, Catherine Buck, Carole Tebay, Joe Schiller

Motion: Move that we drop Case Z-2019-12
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Joe Schiller

2. Recommendation: That the Board adopt an Ordinance [Number 2019-27] to amend the Official Zoning Map to include the Rezoning Cases [Z-2019-09, Z-2019-10, and Z-2019-11] heard by the Planning Board on August 6, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move the 5:45 without the Z-2019-12 item that was dropped
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
Speaker(s): None

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place
Pensacola, Fl 32505
www.myescambia.com

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018068251 8/28/2018 9:22 AM
OFF REC BK: 7956 PG: 1770 Doc Type: MISCR
Recording $27.00

DENSITY AND USES SAVINGS CLAUSE DETERMINATION

An official review concerning the applicability of LDC Sec. 3-1.8, Density and Uses Savings Clause, to the property described below has been completed by the Planning Official or his designee. Approval to apply the Density and Uses Savings Clause shall operate to reinstate residential density that was decreased or land uses that were eliminated on the subject parcel as a result of the adoption of the LDC on April 16, 2015, or authorize the processing of a FLU Amendment at no cost to the owner as indicated herein. Only residential density and permitted land uses listed on the date of adoption shall be eligible for reinstatement. **This Determination AND legal description must be filed in the Official Records of Escambia County, Florida, in order to preserve any density or land uses authorized herein.** FLU Amendments must be approved by the Board of County Commissioners (BCC) and may require approval from the Florida Department of Economic Opportunity (DEO) as required by Chapter 163, Florida Statutes. Authorization to process a FLU Amendment shall not constitute BCC approval and does not guarantee that BCC or DEO approval will be granted.

Curtis Sumrok — Name of Property Owner
11545 Sorrento Rd — Property Address
12-3S-31-3301-000-000 — Parcel Reference Number

Current Zoning LDR Current FLU MU-S

A legal description is attached as Exhibit A to this Determination.

Official Determination: The application concerning the above property is hereby:

☐ Approved as to:
- ☐ Residential density listed in the _____ zoning district prior to April 16, 2015.
- ☒ Land uses listed in the SDD zoning district prior to April 16, 2015.
- ☐ FLU Amendment processing at no cost.

☐ Denied:
- ☐ Density and Uses Savings Clause does not apply to the subject property.
  Explanation: _____
- ☐ Other _____

Margaret A Cain — Planning Official or Designee
8/27/18 — Date

STATE OF FLORIDA, COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, the undersigned notary, this 27 day of August, 2018 by Margaret A Cain, in his official capacity as the Planning Official for Escambia County, Florida, or his designee, who is personally known to me or who produced _____ as identification.

SEAL:

CHRISTINA L. SMITH
Commission # FF 935239
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Commission Number: FF935239
My Commission Expires: 11/11/19

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place
Pensacola, Fl 32505
www.myescambia.com

DENSITY AND USES SAVINGS CLAUSE APPLICATION FORM

Sec. 3-1.8 Density and uses savings clause.

General. The owner of any parcel of land that had the residential density of its applicable zoning district decreased or had permitted land uses of that district eliminated as a result of the April 16, 2015 adoption of the LDC, may apply to have the previous residential density or permitted land uses reinstated. Only residential density and permitted land uses listed on the date of adoption shall be eligible for reinstatement pursuant to this section. Applications shall be approved, unless reinstating the previous residential density or land uses would cause the parcel's density or uses to become inconsistent with the existing applicable future land use (FLU) category. If the density or land uses would become inconsistent with the existing applicable FLU, approval for reinstatement shall be granted only after a FLU amendment consistent with the previous density and uses has been approved and adopted according to the amendment provisions in Article 7 of Chapter 2. All applications for reinstatement and FLU amendments made pursuant to this section shall be submitted to the Planning Official and processed at no cost to the land owner.

(b) Applicability. This section is not intended to authorize density or land uses that are otherwise limited by the LDC. These limitations include, but are not limited to, the provisions of the overlay zoning districts, the airport/airfield environs, floodplain management, or location criteria.

Curtis Sumrok — Name of Property Owner
11545 Sorrento Rd — Property Address
12-3S-31-3301-000-000 — Parcel Reference Number

Current Zoning LDR Current FLU MU-S Previous Zoning SDD

Proof of ownership and a legal description of the property must be provided prior to approval.

Proof of ownership and legal description attached ☒ Yes ☐ No

List density decreased _____

List land uses eliminated HORTICULTURE, FLORACULTURE & GREEN HOUSE,

Is the current FLU consistent with the requested density or land uses ☒ Yes ☐ No

Explain: _____

If the current FLU is not consistent, do you wish to have a FLU Amendment processed? ☐ Yes ☐ No

I, Curtis Sumrok, owner of the above referenced property, hereby submit this application to the Planning Official (or his designee) to request an official review of the Density and Uses Savings Clause provision of the LDC with respect to my property above. I understand that approval to reinstate residential density and/or permitted land uses listed on April 16, 2015, will be granted only if reinstatement is consistent with the Future Land Use (FLU) for the parcel. I understand that a FLU Amendment will be required **prior to** approval if the request is not consistent with the FLU. I further understand that FLU Amendments must be approved by the Board of County Commissioners (BCC) and may require approval from the Florida Department of Economic Opportunity (DEO) as required by Chapter 163, Florida Statutes. Authorization to process a FLU Amendment shall not constitute BCC approval and does not guarantee that BCC or DEO approval will be granted. I also understand that any approval must be recorded in the official records of Escambia County, Florida, and that I will be responsible for filing such approval with the Clerk of the Circuit Court.

Curtis Sumrok — Owner Signature
8/23/18 — Date

Signed copy to owner, to GIS, to file

Updated 5/13/16

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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3363 West Park Place
Pensacola, Fl 32505
www.myescambia.com

DENSITY AND USES SAVINGS CLAUSE APPLICATION FORM

Sec. 3-1.8 Density and uses savings clause.

General. The owner of any parcel of land that had the residential density of its applicable zoning district decreased or had permitted land uses of that district eliminated as a result of the April 16, 2015 adoption of the LDC, may apply to have the previous residential density or permitted land uses reinstated. Only residential density and permitted land uses listed on the date of adoption shall be eligible for reinstatement pursuant to this section. Applications shall be approved, unless reinstating the previous residential density or land uses would cause the parcel's density or uses to become inconsistent with the existing applicable future land use (FLU) category. If the density or land uses would become inconsistent with the existing applicable FLU, approval for reinstatement shall be granted only after a FLU amendment consistent with the previous density and uses has been approved and adopted according to the amendment provisions in Article 7 of Chapter 2. All applications for reinstatement and FLU amendments made pursuant to this section shall be submitted to the Planning Official and processed at no cost to the land owner.

(b) Applicability. This section is not intended to authorize density or land uses that are otherwise limited by the LDC. These limitations include, but are not limited to, the provisions of the overlay zoning districts, the airport/airfield environs, floodplain management, or location criteria.

Kelli Sumrok — Name of Property Owner Number

11545 Sorrento Rd — Property Address

12-3S-31-3301-000-000 — Parcel Reference

Current Zoning LDR Current FLU MU-S Previous Zoning SDD

Proof of ownership and a legal description of the property must be provided prior to approval.

Proof of ownership and legal description attached ☒ Yes ☐ No

List density decreased _____

List land uses eliminated Horticulture, Floraculture, greenhouses

Is the current FLU consistent with the requested density or land uses ☒ Yes ☐ No

Explain: _____

If the current FLU is not consistent, do you wish to have a FLU Amendment processed? ☐ Yes ☐ No

I, Kelli Sumrok, owner of the above referenced property, hereby submit this application to the Planning Official (or his designee) to request an official review of the Density and Uses Savings Clause provision of the LDC with respect to my property above. I understand that approval to reinstate residential density and/or permitted land uses listed on April 16, 2015, will be granted only if reinstatement is consistent with the Future Land Use (FLU) for the parcel. I understand that a FLU Amendment will be required **prior to** approval if the request is not consistent with the FLU. I further understand that FLU Amendments must be approved by the Board of County Commissioners (BCC) and may require approval from the Florida Department of Economic Opportunity (DEO) as required by Chapter 163, Florida Statutes. Authorization to process a FLU Amendment shall not constitute BCC approval and does not guarantee that BCC or DEO approval will be granted. I also understand that any approval must be recorded in the official records of Escambia County, Florida, and that I will be responsible for filing such approval with the Clerk of the Circuit Court.

Kelli Sumrok — Owner Signature

8/23/18 — Date

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 2017 CA 000872

SUMROK, CURTIS SUMROK, KELLI
Plaintiff

VS.

STEPHENSON RESORT MANAGEMENT REAL ESTATE, LLC A FLORIDA LIMITED LIABILITY COMPANY; STEPHENSON, SAMUEL B ; STEPHENSON, AMANDA R ; BERRY, CHESTER R ; BERRY, SHARON P
Defendant

CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on January 16, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida was sold to

CURTIS SUMROK AND KELLI SUMROK
811 N SPRING STREET PENSACOLA, FL, 32501

- SEE ATTACHMENT -

The successful bid was in the amount of $200.00.

WITNESS my hand and the official seal on this 29 day of January, 2018, as Clerk of the Circuit Court.

CLERK & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Conformed copies to all parties

The West 580 feet of that part of the South one-half of Section 12, Township 3 South, Range 31 West, Escambia County, Florida, lying South of the unnamed and unnumbered road and road right of way, sometimes referred to as Re-Location of Gulf Beach Highway which road or road right of way is particularly described in Special Warranty Deed from Gulf Diversified Investment Company to the State of Florida dated January 28, 1969, recorded in O.R. Book 426, Page 922 of the public records of Escambia County, Florida.

Parcel Identification Number: 12-3S-31-3301-000-000

E. *Landscaping.* See section 7.01.00.

F. *Screening adjacent to residential areas.* See section 7.01.06.

G. *Roadway access.* South of Well Line Road, direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public road linking the use with a collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued for any proposed use which requires access through a residential neighborhood or subdivision.

H. *Signs.* See article 8.

I. *Locational criteria.* See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

6.05.20. S-1 and S-1PK outdoor recreational district (noncumulative).

A. *Intent and purpose of district.* This district is intended to preserve and maintain the land for outdoor recreational uses and open space. Refer to article 11 for uses, heights and densities allowed in S-1, outdoor-recreational areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Golf courses.
2. Country clubs and their customary accessory uses.
3. Bird and wildlife sanctuaries.
4. Parks and greenbelt areas.
5. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

C. *Conditional uses.*

1. Public utility and service structures (see section 6.08.02).

D. *Lot coverage.* The amount of impervious surface shall not exceed 20 percent of the total area.

E. *Signs.* See article 8.

6.05.21. SDD special development district, (noncumulative) low density.

A. *Intent and purpose.* This district is intended to conserve and protect environmentally sensitive areas that have natural limitations to development. These areas have certain ecological functions which require performance standards for development. SDD is to be phased out over time and no property not now zoned SDD will be zoned SDD in the future. The maximum density of this district is three dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in SDD, special development areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

DISCLAIMER:
This is an unofficial reproduction of the Escambia County Land Development Code (LDC) and is intended to be for general information only. The official (codified) Escambia County Code of Ordinances may be viewed at www.municode.com. 8/2013

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-02 **Agenda Item Number/Description:** _____

_____ In Favor __X__ Against

*Name: CRIS DOSEV

*Address: 1725 WHALEY AVE *City, State, Zip: PENSACOLA, FL 32503

Email Address: FTNBENGAL@AOL.COM Phone: 850 324 5544

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Brian J. Barr

*Address: 762 Halcyon Cir *City, State, Zip: Pensacola FL 32506

Email Address: bbarr@daitah.com Phone: 850 393-1726

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

Please indicate if you:

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

V In Favor _____ Against

*Name: MICHAEL J. RUSSO

*Address: 4607 CALLE VENTOSO *City, State, Zip: PNS, FL. 32514

Email Address: bizcommprof@Hotmail.com Phone: 850.449.4030

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

Please indicate if you:

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020 02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Karen Sindel

*Address: 14 Star Lake *City, State, Zip: Pensacola FL 32507

Email Address: ksindel@cox.net Phone: 8503931218

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Carole Teboy

*Address: 4060 Indigo Dr Unit 311 *City, State, Zip: Pace 32507

Email Address: teboy@bellsouth.net Phone: 492-8049

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: MEDORA MULLINS

*Address: 11557 SORRENTO RD *City, State, Zip: PENSACOLA 32507

Email Address: mullins.manor@gmail.com Phone: _____

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

Please indicate if you:

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

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

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6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2020-02 **Agenda Item Number/Description:** _____

V In Favor _____ Against

*Name: Larry Dennis Jr.

*Address: 12156 Hawsey *City, State, Zip: _____

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Suzanne Wells

*Address: 3298 Nighthawk Ln *City, State, Zip: Pcola 32506

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Jennifer Powell

*Address: 11535 Sorrento Rd *City, State, Zip: 32507

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: WILLIAM A. McLENDON

*Address: 11320 SEAGLADE *City, State, Zip: PENSACOLA FL 32507

Email Address: BMCLENDON@DAITAB.COM Phone: 850 492 8325

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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1. Single-family dwelling units and their customary accessory structures (including single-family detached, duplex and triplex structures and mobile homes).
2. Home occupations.
3. Horticulture, floriculture and greenhouses.
4. Mariculture and aquaculture.
5. Areas for display and sale of fruit, vegetables and similar agricultural products.
6. The growing of crops and plants.
7. The keeping of horses and private stables.
8. Silviculture.
9. Public utility.
10. Public facilities provided that the construction of such facilities meets the following conditions:

    a. They are consistent with the county's Comprehensive Plan.

    b. It is determined that the proposed project will not adversely affect the environment, through review by all federal and state regulatory agencies with jurisdiction over the project.

    c. Construction is undertaken and completed in a manner and to a specification which protects, conserves or preserves the natural resources in the area to the maximum reasonable extent.

11. Family day care homes and family foster homes.
12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
13. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.*

1. Public riding stables.
2. Public utility and service structures (see section 6.08.02).

D. *Site and building requirements.* (Requirements apply to the total area of the lot or parcel.)

1. *Lot area, minimum.*

Horses and private stables . . . 2 acres

Public stables . . . 10 acres

Keeping of domestic farm animals . . . 2 acres

(not including household pets)

2. *Lot coverage.* As permitted in the R-1 district.

DISCLAIMER:
This is an unofficial reproduction of the Escambia County Land Development Code (LDC) and is intended to be for general information only. The official (codified) Escambia County Code of Ordinances may be viewed at www.municode.com. 8/2013

List of Exhibits

Exhibit A - Escambia County Conservation Easement July 1998
Exhibit B - Site and Utility Plan May 1998
Exhibit C - Bill Salter Location Agreement May 2001, recorded
Exhibit D - Billboard Structure Picture January 2020
Exhibit E - Special Development District (SDD) Density and Uses Savings Clause Aug 201
Exhibit F - GIS Map of Current Zoning February 2020
Exhibit G - Google Earth Pro Screen Shot Distance to Resident February 2020
Exhibit H - Google Earth Pro Screen Shot Distance to NW Border February 2020
Exhibit I - Photo NW border and mini-storage border
Exhibit J - Google Earth Pro Screen Shot Distance along NW Border February 2020
Exhibit K - Photo of NE border

17+2.50
.70

OR BK 4280 PG 1 0
Escambia County, Flori
INSTRUMENT 98-501619
DEED DOC STAMPS PD @ ESC CO $ 0.7
07/13/98 ERNIE LEE MAGAHA CLERK
By: Sallie Arnold

STATE OF FLORIDA

COUNTY OF ESCAMBIA **CONSERVATION EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection Permit No. 17-0127147-001-DF to **LAURA M. MANKA** on June 10, 1998, **LAURA M. MANKA** ("Grantor") has granted to the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, 160 Governmental Center, Pensacola, Florida 32501 ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the legal description attached hereto as Exhibit "A," attached hereto and by this reference made a part hereof.

As used herein the term "Grantor" shall include any successor or assignee of the Grantor, and the term "Grantee" shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrological condition existing at the time of execution of the Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Protection Permit No. 17-0127147-001-DF, included but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to the Conservation Easement:

(a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground.

(b) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, or unsightly or offensive materials.

(c) Removal or destruction of trees, shrubs, or other vegetation, with exception of nuisance and exotic plant species as may be required by Grantee.

A

Exhibit A

Parcel 1
The West 500 feet of that part of the South one-half of Section 12, Township 3 South, Range 31 West, Escambia County, Florida, lying South of the unnamed and unnumbered road and road right of way, sometimes referred to as Re-location of Gulf Beach Highway, which road or road right of way is particularly described in Special Warranty Deed from Gulf Diversified Investment Company to the State of Florida, dated 28 January 1969, recorded in O.R. Book 426, Page 922, of the public records of Escambia County, Florida.

Commercial Property owned by Evergreen Gardens & Nursery Inc. as set forth in the Loan Auth.

Parcel 2
Lot 111, Grande Lagoon North, being a portion of Section 22, Township 3 South, Range 31 West, Escambia County, Florida, according to Plat recorded in Plat Book 9, Page 19 of the Public Records of said County.

Residential Property owned by Laura Mankin

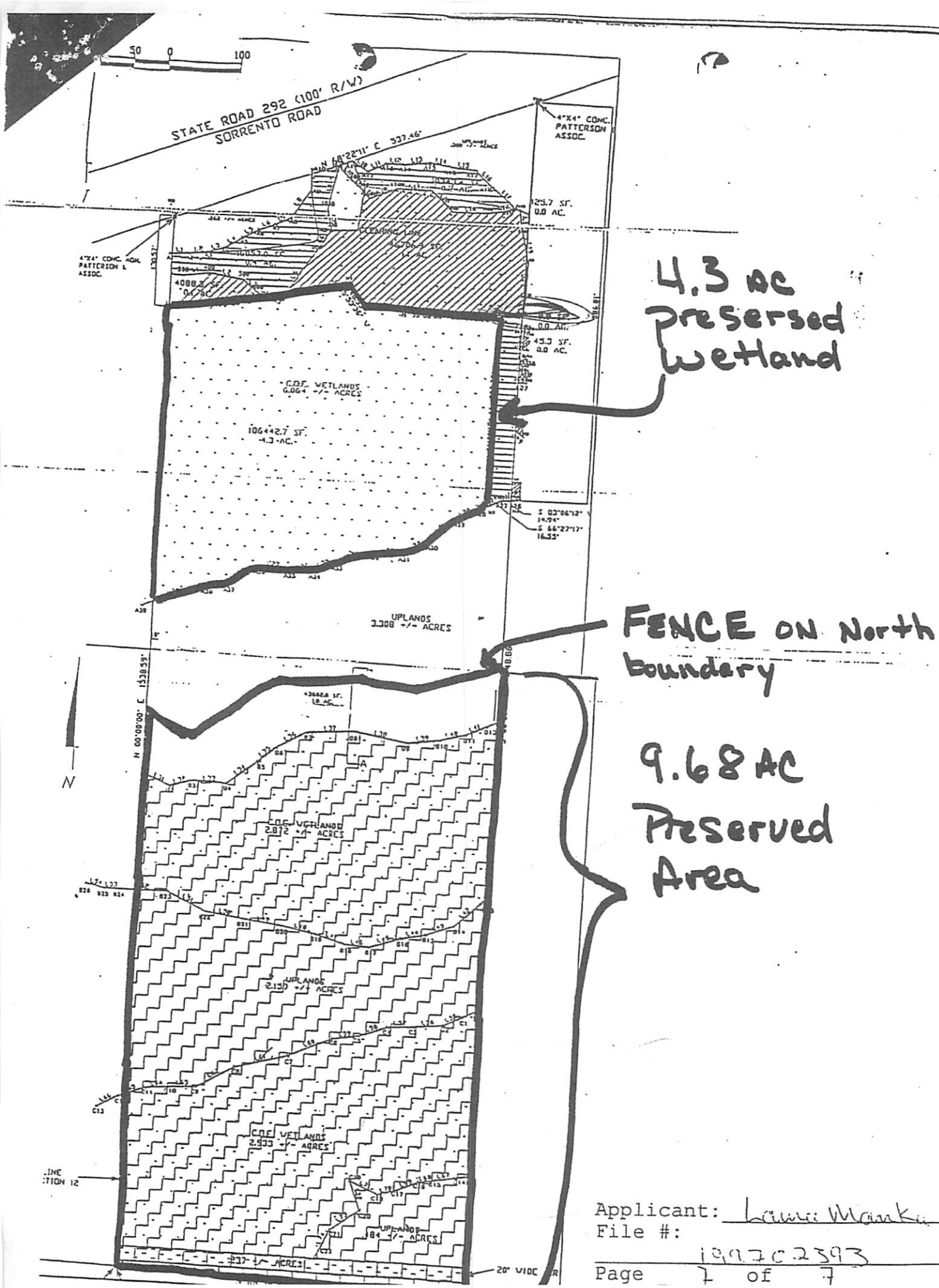
#1 11545 Sorrento Road, Pensacola, FL

#2 12030 Longwood Drive, Pensacola, FL

File No: 258-3282

RHH

A



Applicant: Laura Wanka
File #: 1997C2393
Page 7 of 7

A

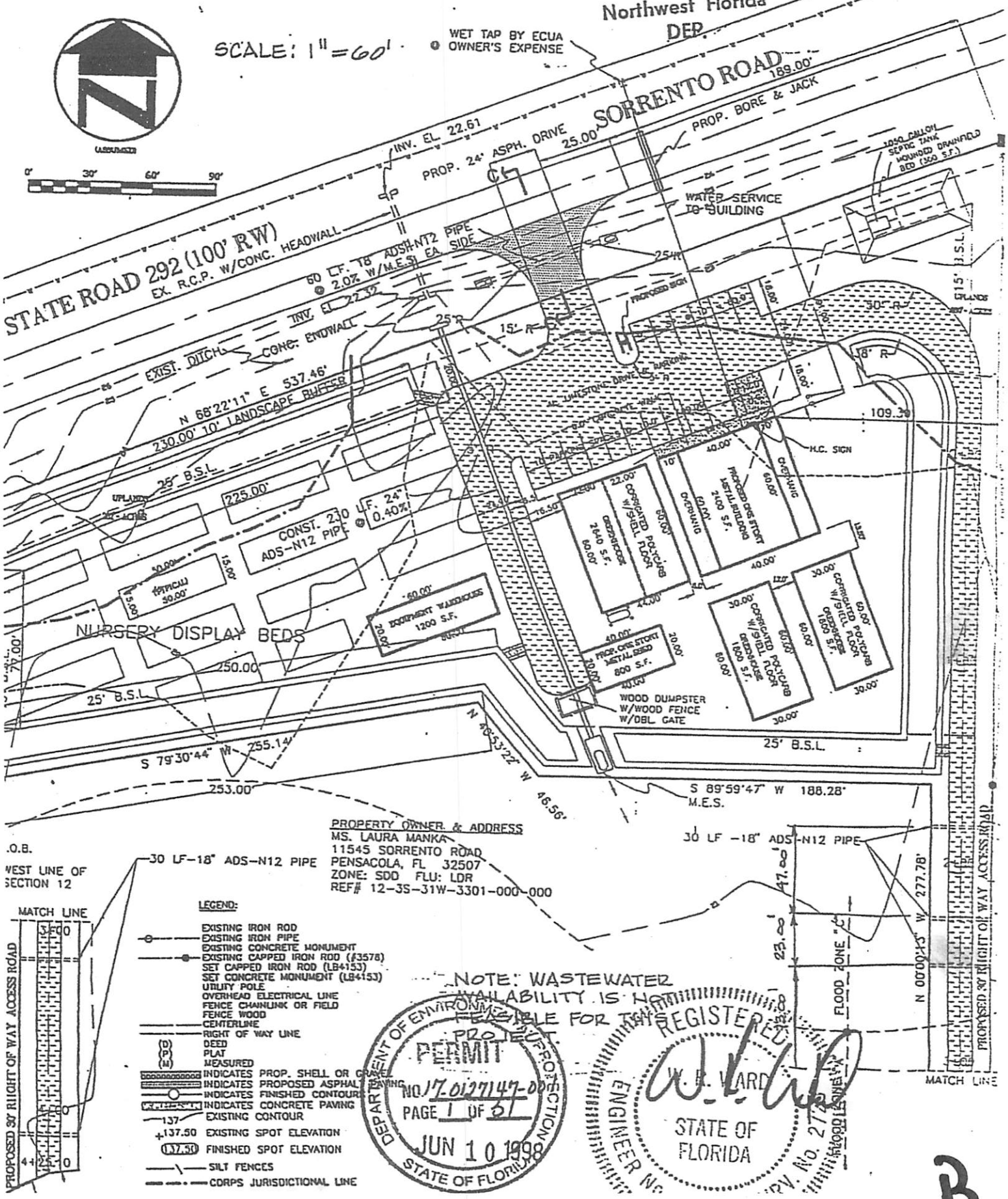
ITE & UTILITY PLAN

MAY 1 2 1998

Northwest Florida
DEP

SCALE: 1" = 60'

WET TAP BY ECUA
OWNER'S EXPENSE



LEGEND:

- EXISTING IRON ROD
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING CAPPED IRON ROD (#3578)
- SET CAPPED IRON ROD (LB4153)
- SET CONCRETE MONUMENT (LB4153)
- UTILITY POLE
- OVERHEAD ELECTRICAL LINE
- FENCE CHAINLINK OR FIELD
- FENCE WOOD
- CENTERLINE
- RIGHT OF WAY LINE
- (D) DEED
- (P) PLAT
- (M) MEASURED
- INDICATES PROP. SHELL OR GRAVEL
- INDICATES PROPOSED ASPHALT PAVING
- INDICATES FINISHED CONTOURS
- INDICATES CONCRETE PAVING
- 137 EXISTING CONTOUR
- +137.50 EXISTING SPOT ELEVATION
- 137.50 FINISHED SPOT ELEVATION
- SILT FENCES
- CORPS JURISDICTIONAL LINE

NOTE: WASTEWATER AVAILABILITY IS NOT FEASIBLE FOR THIS PROJECT.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
NO. 17-0127147-00
PAGE 1 OF 51
JUN 10 1998
STATE OF FLORIDA

REGISTERED
W. R. WARD
STATE OF FLORIDA
ENGINEER No. 27

B

10:50

OR BK 4798 PG1757
Escambia County, Florida
INSTRUMENT 2001-900399

Bill Salter

ADVERTISING, INC.
LOCATION AGREEMENT

LESSOR'S TELEPHONE NO. 336-2213/ LESSOR'S SS# [redacted] LEASE NO. _____

THIS AGREEMENT entered into this 18th day of May, 20 01, by and between Laura Manka whose mailing address is 12030 Longwood Drive, Pensacola FL 32507 (hereinafter referred to as "LESSOR") and BILL SALTER ADVERTISING, INC., P.O. BOX 761, MILTON, FLORIDA 32572 (850) 994-4611 (hereinafter referred to as "LESSEE").

WITNESSETH

LESSOR hereby leases to LESSEE a certain outdoor advertising site on real estate in the City of Pensacola, County of Escambia at the street address 11545 Sorrento Road (W 500 ft of S1/2 of Sec Lying S of RD R/W OR 4293 P 1846) (hereinafter referred to as the "Real Estate Site".) The initial term of this agreement shall be for ten years, which term shall commence only on the date of construction of an outdoor advertising structure on the Real Estate Site. Thereafter, this agreement shall be renewed under the same terms and conditions.

Parcel ID#: 10-1771-250-12-3S-31-3301-000-000

LESSOR and LESSEE further agree as follows.

1. The annual rental for this lease during the initial term shall be twelve-hundred* ($ 1200.00 Dollars, payable in monthly installments of Paid on annual basis. ($ _____) each, with the first installment due on the date of construction described above. LESSOR acknowledges receipt of a $10.00 deposit to be applied to the first rent installment.

2. It is the LESSEE'S purpose to erect, illuminate and maintain outdoor advertising structures on the Real Estate Site and LESSEE shall have the right of ingress and egress to the Real Estate Site for such purpose.

3. Any outdoor advertising structures including, without limitation, any other material, erected or placed on the Real Estate Site by LESSEE or its agents shall always remain the personal property of LESSEE and shall not become part of the real estate and shall not be subject to any lien, claim, or other encumbrance on the part of the LESSOR.

4. LESSEE may remove any outdoor advertising structures and materials on the Real Estate Site at any time during the lease period, or within a reasonable time after the expiration thereof. This pertains to structures above ground level.

5. LESSOR represents and warrants that he is the owner of the Real Estate Site with full authority to make this lease and that he will not permit any other part of his property adjoining the Real Estate Site to be used for off-premise outdoor advertising purposes nor will he permit LESSEE'S structures to be obstructed from such purpose. LESSEE reserves the right to remove at any time any trees or brush that may obscure vision of any outdoor advertising structures located on the Real Estate Site.

6. Should LESSEE'S use of the Real Estate Site be prohibited or restrained for any reason, or if the view of the advertising structure place thereon shall, in LESSEE'S opinion, become obstructed for any reason, LESSEE may terminate this lease by giving written notice to LESSOR at which time LESSOR shall refund pro rata any rent paid in advance for the unexpired term.

7. Neither party is bound by any stipulations, representations or agreements not printed or written in this lease or in any special provisions attached hereto. This lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors or assigns of the parties hereto.

8. This lease is contingent upon LESSEE obtaining all necessary state and local permits.

9. In consideration of the receipt of the rental payment, LESSOR grants to LESSEE the right of first refusal on the future sale of the Real Estate Site. LESSEE will have 15 days to match or decline any proposed offer to purchase said site after being so notified by LESSOR.

10. Special Provisions:

(a) *After first five years, annual payment will increase to $1800 per year.

(b) First payment to be made in June, 2001, will be for first two years of this agreement.

(c) SEE REVERSE SIDE FOR LESSOR'S APPROVAL OF REAL ESTATE SITE DIAGRAM

BILL SALTER ADVERTISING, INC

By Milland Adams

Title Real Estate Mgr.

Milland Adams

LESSOR

By Laura H. Manka
LAURA MANKA

Title Owner

Witness Brandon McKinney

Brandon McKinney

C


Zarahn Insurance Agency, Inc.
438-9169
Trusted Choice
GREAT RATES!
Condo
Home
Business
Auto
Advice

D

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place
Pensacola, Fl 32505
www.myescambia.com

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018068251 8/28/2018 9:22 AM
OFF REC BK: 7956 PG: 1770 Doc Type: MISCR
Recording $27.00

DENSITY AND USES SAVINGS CLAUSE DETERMINATION

An official review concerning the applicability of LDC Sec. 3-1.8, Density and Uses Savings Clause, to the property described below has been completed by the Planning Official or his designee. Approval to apply the Density and Uses Savings Clause shall operate to reinstate residential density that was decreased or land uses that were eliminated on the subject parcel as a result of the adoption of the LDC on April 16, 2015, or authorize the processing of a FLU Amendment at no cost to the owner as indicated herein. Only residential density and permitted land uses listed on the date of adoption shall be eligible for reinstatement. **This Determination AND legal description must be filed in the Official Records of Escambia County, Florida, in order to preserve any density or land uses authorized herein.** FLU Amendments must be approved by the Board of County Commissioners (BCC) and may require approval from the Florida Department of Economic Opportunity (DEO) as required by Chapter 163, Florida Statutes. Authorization to process a FLU Amendment shall not constitute BCC approval and does not guarantee that BCC or DEO approval will be granted.

Curtis Sumrok — Name of Property Owner
11545 Sorrento Rd — Property Address
12-3S-31-3301-000-000 — Parcel Reference Number

Current Zoning LDR Current FLU MU-S

A legal description is attached as Exhibit A to this Determination.

Official Determination: The application concerning the above property is hereby:

☐ Approved as to:
- ☐ Residential density listed in the _____ zoning district prior to April 16, 2015.
- ☒ Land uses listed in the SDD zoning district prior to April 16, 2015.
- ☐ FLU Amendment processing at no cost.

☐ Denied:
- ☐ Density and Uses Savings Clause does not apply to the subject property.
  Explanation: _____
- ☐ Other _____

Margaret A Cain — Planning Official or Designee
8/27/18 — Date

STATE OF FLORIDA, COUNTY OF ESCAMBIA

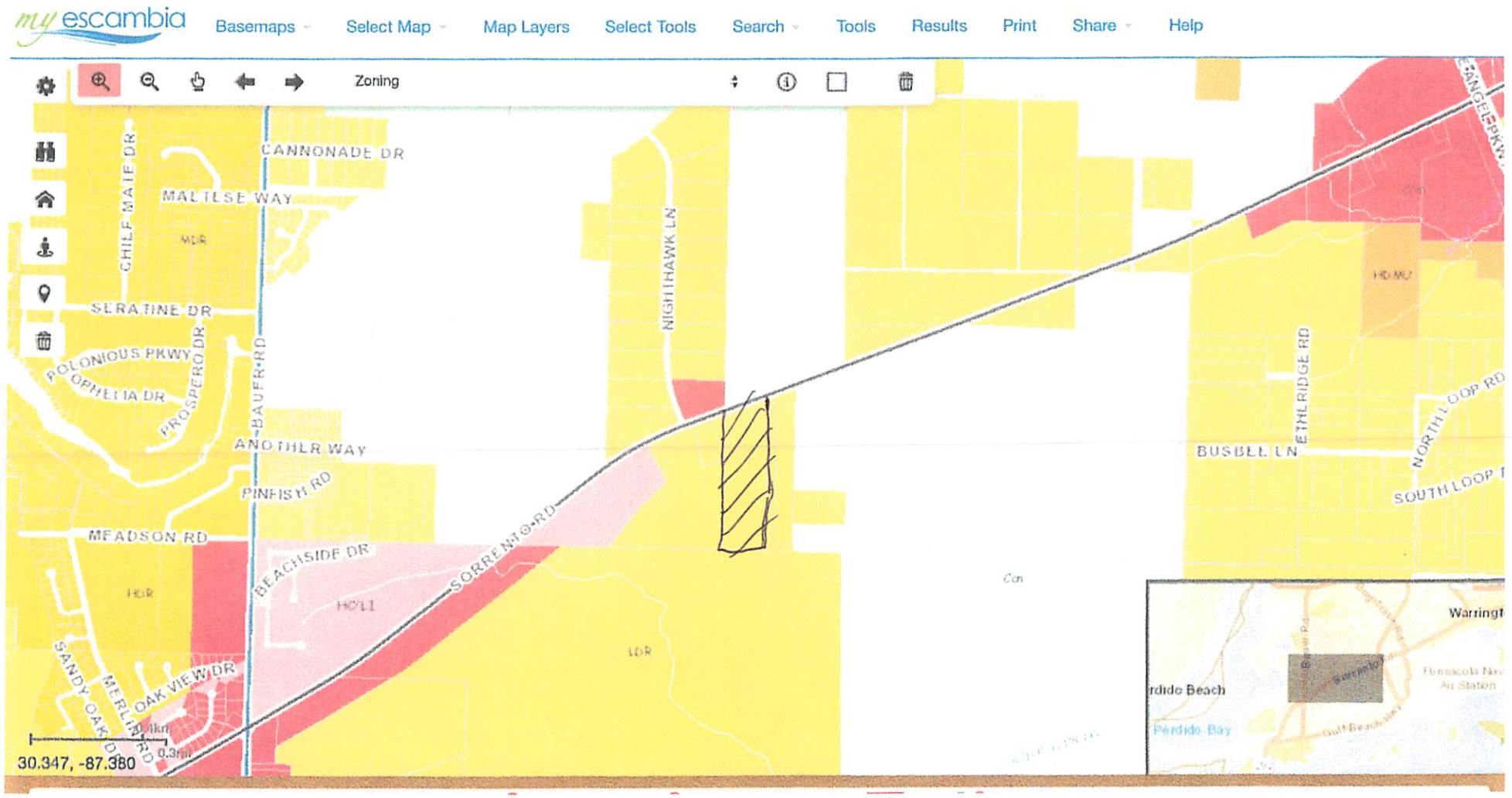
The foregoing instrument was acknowledged before me, the undersigned notary, this 27 day of August, 2018 by Margaret A Cain, in his official capacity as the Planning Official for Escambia County, Florida, or his designee, who is personally known to me or who produced _____ as identification.

SEAL:

CHRISTINA L. SMITH
Commission # FF 935239
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Commission Number: FF935239
My Commission Expires: 11/11/19

E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CHIEF MATE DR
SERATINE DR
POLONIOUS PKWY
OPHELIA DR
PROSPERO DR
BAUER RD
ANOTHER WAY
PINFISH RD
MEADSON RD
BEACHSIDE DR
SORRENTO RD
NIGHTHAWK LN
BUSBEE LN
ETHERIDGE RD
NORTH LOOP RD
SOUTH LOOP
SANDY OAK DR
MERLIN RD
OAK VIEW DR
MDR
HDR
HDLI
LDR
Con
HDMU
Perdido Beach
Perdido Bay
Pensacola Naval Air Station
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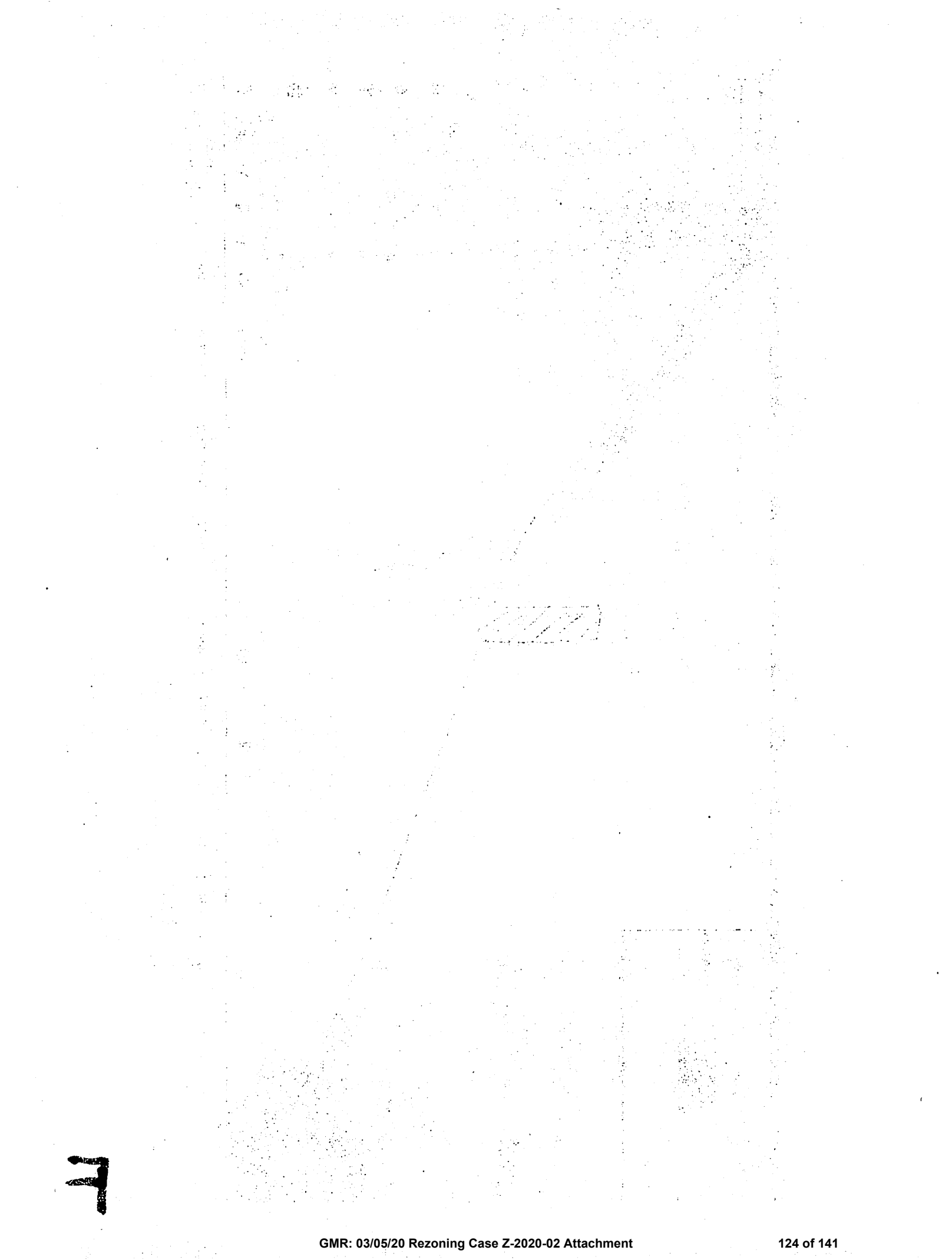

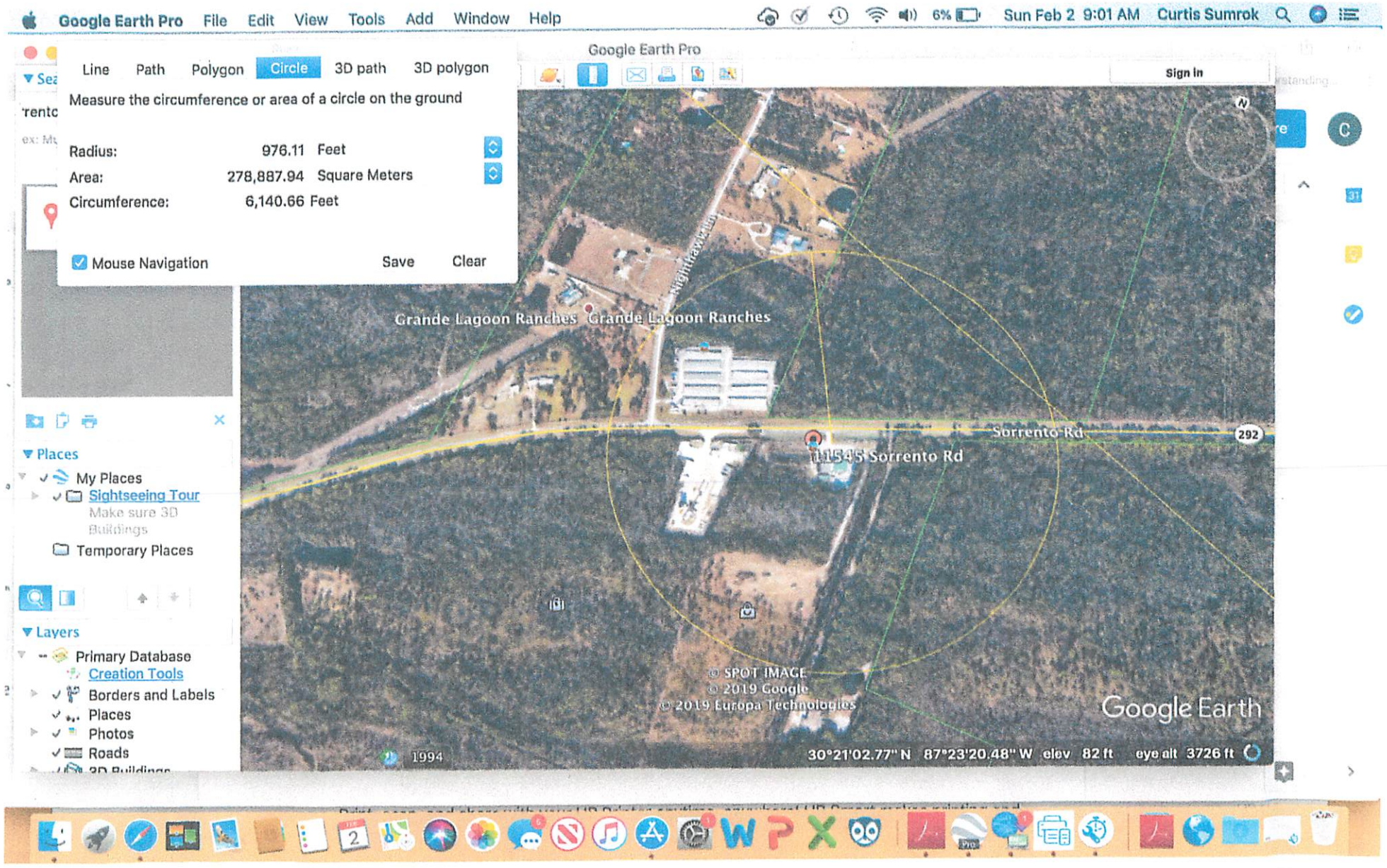
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Google Earth Pro
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Area: 278,887.94 Square Meters
Circumference: 6,140.66 Feet
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11545 Sorrento Rd
Places
My Places
Sightseeing Tour
Make sure 3D Buildings
Temporary Places
Layers
Primary Database
Creation Tools
Borders and Labels
Places
Photos
Roads
© SPOT IMAGE
© 2019 Google
© 2019 Europa Technologies
Google Earth
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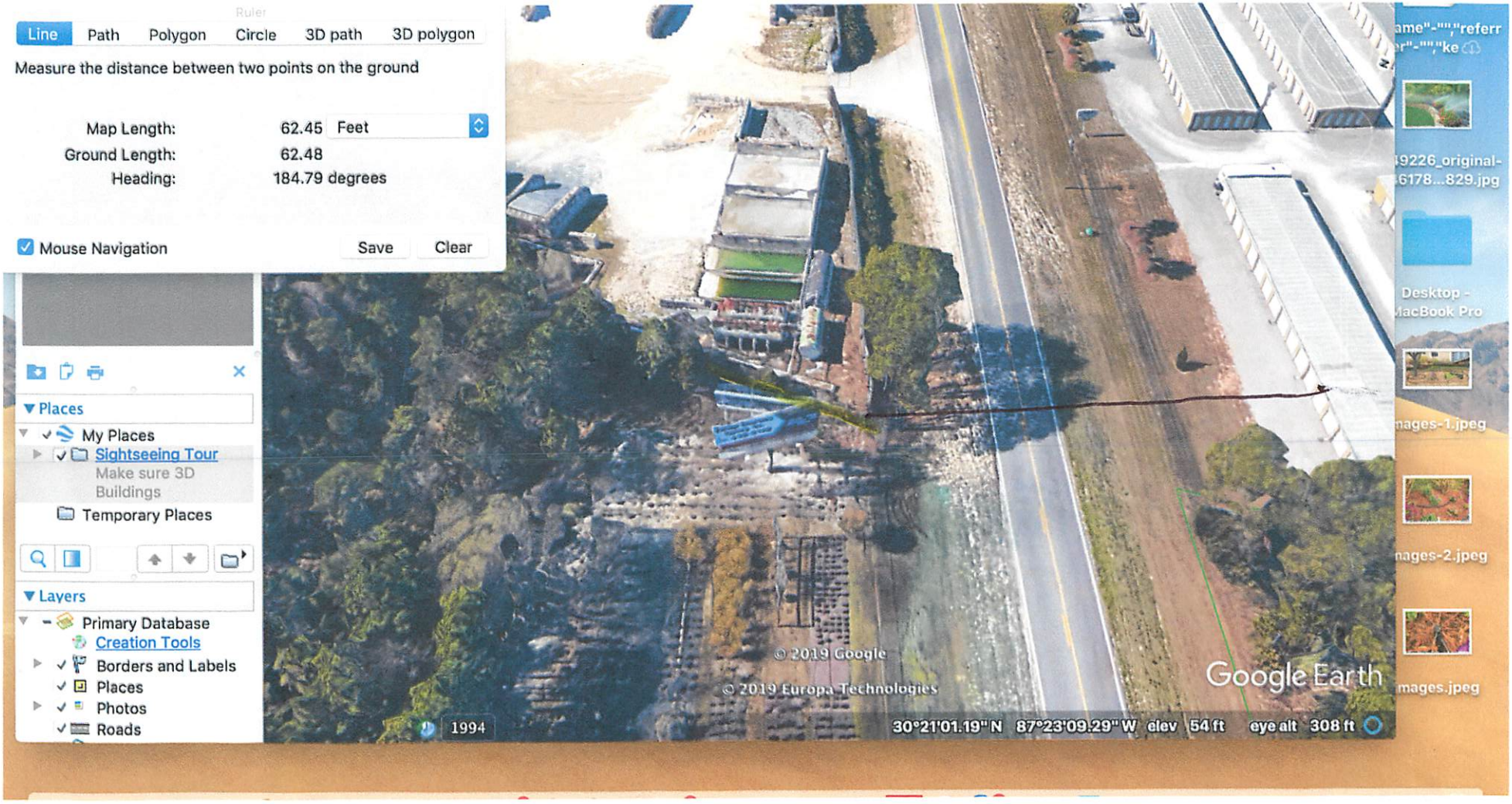
that both the subject parcel and the concrete plant parcel were SDD conforming and

H



b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Ground Length: 62.48
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My Places
Sightseeing Tour
Make sure 3D Buildings
Temporary Places
Layers
Primary Database
Creation Tools
Borders and Labels
Places
Photos
Roads
© 2019 Google
© 2019 Europa Technologies
Google Earth
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Desktop - MacBook Pro
nages-1.jpeg
nages-2.jpeg
mages.jpeg

K

Rezoning Application

Address:
11545 Sorrento Road
Pensacola, FL

Background and History

Introduction: My name is Curtis Sumrok. I am a retired Coast Guard Commander and we currently reside in California after 22 years of active duty service. We owned this property from 2002-2005 and then sold the property but retained the lien as an owner financed mortgage. The property was then foreclosed in 2016 and we regained ownership.

After going through the foreclosure process, imagine our surprise when we discovered that the parcel had been rezoned in 2015. It should be noted that as a lien holder, we were not notified of this rezoning action and we obviously resided outside the local area so we were not aware of any public announcements or notices in local media.

In addition, the subject parcel of land was previously zoned as a Special Development District (SDD). If you will start by taking a look at the three pages of Exhibit A, In the late 1990's, the southern portion of the parcel, consisting of approximately 9.68 acres, was surrendered and placed in a conservation easement in an agreement with the Florida Department of Environmental Protection in exchange for developing approximately one acre of wetlands along the frontage of Sorrento Road. Escambia County approved and issued a comprehensive Site and Utility Plan shown in Exhibit B and issued permits for the construction of 2 steel commercial buildings, 2 other supporting structures, a parking lot area that included a handicap parking slab, and the corresponding utilities to support the infrastructure. A retail nursery and garden center business was operated harmoniously as a commercial entity on the parcel from around 1999 to 2015 with corresponding business licenses issued each year by Escambia County. In addition, a commercial billboard that is owned and operated by Bill Salter Advertising, permanently resides on the Northwest corner of the subject parcel. The building permit for the billboard and Location Contract were recorded and approved by Escambia county as shown in Exhibit C. These massive advertising structures are not allowed to be constructed on residentially zoned property but rather are reserved for commercially zoned parcels, in accordance with the LDC Sec. 3-2.10(b)(8). A picture of the billboard is provided as

Exhibit D. As we all know, this is not a structure that would be authorized in any front yard for LDR zoned property.

With the knowledge of the previous agreement between Escambia County and the Florida Department of Environmental Protection combined with a long history of commercial retails sales and use, it is difficult to comprehend why Escambia County would involuntarily down zone this parcel to a residential district which would effectively and unilaterally nullify the contractual agreement between the parties from around 1998. After hundreds of thousands of dollars were spent developing this parcel into a business entity, there is strong evidence of a complete disregard of due process that may similarly affect many other landowners in this county. This adverse government action affecting potentially so many landowners may be catastrophic to Escambia county and the taxpayers if the State of Florida's Bert Harris Act is pursued by those affected by the arbitrary and capricious action that created this situation. Can you imagine purchasing a home or a piece of property, leaving for a few years and returning to find that an arbitrary zoning change has reduced the value of your investment by $200,000. Would you not fight with every bone in your body to rectify this injustice? Protecting the rights of landowners is certainly important to Americans including members of this community, similar in importance to rights we expect and share for voting and our very freedom.

As a final litmus test, if 100 or even 100,000 people were taken to this parcel or the concrete plant next door and asked if the property was commercial or residential, I am 100% confident, without 1 ounce of doubt, that 100% of them would conclude that this parcel is commercial based on obvious evidence including general appearance and the physical characteristics consistent with a business. Given that, how is it possible that when given a rezoning decision between commercial and residential, the latter was chosen. Possibly, just a massive oversight? It should be abundantly clear that we are going through this process today and analyzing rezoning criterion because of the lack of due process. If the course of action that the Planning Department recommends were to be followed all the way resulting in sustained LDR zoning, the property would be rendered useless and worthless because it is not suitable for constructing a residential structure and the cost associated with removing the steel buildings and large concrete foundations and altering the utilities would simply be cost prohibitive.

As other concerned members of this community and media outlets watch the broadcast of this proceeding now or in the future, everyone should be mindful that similar types of action are possible against other landowners if this level of

carelessness or reckless governance is allowed to continue without corrective measures.

Now, you know the Rest of the Story, as the late great Paul Harvey would often say. This knowledge of the parcel history and background is important for putting analysis of the rezoning criteria into context and perspective. Now it is time to look at each of the rezoning criterion.

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Applicant FINDINGS
The requested Commercial zoning is consistent with the FLU Mixed Use category as identified on the chart at LDC Sec. 3-1.3(i) so we ultimately concur with the staff findings. It should also be noted that this parcel is currently zoned Limited Density Residential (LDR) but Escambia County approved a Special Development District (SDD) Density and Uses Savings Clause per LDC Sec. 3-1.8. Shown as Exhibit E on 27 August 2018.

Despite the staff findings concluding consistency with the LDC, they noted that the Range of Available Uses paragraph listed in CPP FLU 1.3.1 does not mention "commercial or general commercial activities". In response to that, the LDC Section 3-2.10(b) has an enumerated list of Permitted Uses and the Range of Available Uses listed in CP FLU 1.3.1 does not include all of those Permitted Uses, by design. This absolutely does not mean that commercial zoning and uses are not permitted in areas designated MU-S. In fact, MU-S is specifically for a mix of residential and non-residential uses in suburban areas where non-residential uses include retail, commercial, office, industrial, civic or recreation uses, per Comprehensive Plan Chapter 3 Definitions for MU-S. So, we concur with criterion (a) with that additional note.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Applicant FINDINGS
The proposed amendment is consistent with the intent and purpose of the Land Development Code. Sec. 3-2.10 of the LDC states: "The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed use districts." Along this section of Sorrento Road, there are other parcels zoned Commercial and HC/LI as shown in Exhibit F which is GIS current zoning map from the county website. To get oriented, the subject parcel should be filled in like a barber pole in the middle of the page. As you can see, land directly to the East and Northeast of this parcel cannot be developed because they are zoned as State Conservation land. The adjoining land to the Northwest is a mini-storage facility that is zoned Commercial. The adjoining land to the West is a concrete plant that is operating HC/LI but zoned LDR. Without question, the neighboring uses surrounding the property are consistent with the proposed zoning. Taking a look at the Wetlands map provided by the staff, shows that wetland areas, the current zoning of the surrounding parcels and geographic restrictions along Sorrento Road preclude any furtherance of a continuous strip commercial development. In other words, there is simply no more land that is available for commercial or industrial zoning. This cluster of businesses along Sorrento Road are not near a major traffic intersection and are consistent with desirable transitions to small-scale dispersed neighborhood commercial uses in proximity to residential areas. It is in accordance with Sec. 3-1.6(b), Compatibility and Location Criteria.

We wholeheartedly reject the staff's finding that criterion B is inconsistent. The staff findings for this criterion are confusing because they simply recite code for LDR parcels. This approach does NOT demonstrate or show in any way that the Commercial zoning is not consistent with the LDC. The applicable code guidance for Commercial rezoning is listed in Section 3-2.10 (f). It states: ***Rezoning to commercial.*** Commercial zoning may be established only within the mixed-use suburban (MU-S), mixed-use urban (MU-U), or commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to commercial is subject to the same location criteria as any new nonresidential use proposed within the commercial district. Referencing Exhibit F again, you can see that the subject parcel is clearly situated

between a high density mixed-use and Commercial area to the East around Blue Angel Parkway and heavy commercial and industrial to the west near the Bauer intersection. Therefore, this Commercial zoning is a text book example of creating a smooth and logical transition between the applicable zonings.

Now turning to Exhibit G which is a Google Earth Screen Shot showing residential structures in relation to the subject property, and contrary to the staff findings, the cluster of parcels surrounding the subject parcel is clearly NOT a single-family residential area. In fact, there is not a residential structure within 975 feet of the parcel driveway and no residential structure is visible from the subject parcel in any direction. In contrast, someone standing on the Northwest corner of the property could throw a ball onto the property of the concrete plant or the mini-storage facility, each of which share a boundary line.

Turning back to Exhibit F, In response to Section 3-2.10(e) **Location criteria.** The staff findings did not provide any analysis for a determination of location criteria for this section. Contrary to the unsupported conclusion they had, paragraph (3) Infill Development, satisfies the location criteria. ~~It states~~:

Infill development. Along an arterial or collector street, in an area where already established nonresidential uses are otherwise consistent with the commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

Specifically, Sorrento Road is an arterial street by definition. The parcel is in an area with already established non-residential uses including the mini-storage facility and concrete plant which obviously have similar intensity as the proposed commercial uses. The location would promote compact development and not promote strip commercial development because there is simply no more available parcels for commercial or industrial rezoning especially considering the vast parcels of Conservation property blocking most of the western and the entire southern, eastern and northern borders. Given these facts, the location criteria is also clearly consistent with the LDC.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Applicant Findings

Now we turn to criterion C, the proposed amendment is compatible with surrounding existing uses in the area. The definition of "Compatible" in Chapter 6 of the LDC states: "A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition." In more simple terms, neighbors that can live side by side. As previously noted with a visual aid in Exhibit G, there are clearly other commercial and industrial land uses and activities in the surrounding area adjoining to this parcel that are obviously similar and commensurate with commercial zoning. Within a 500 foot radius, there is a mini-storage facility zoned Commercial and a concrete plant zoned LDR but operating HC/LI.

As you can read, the staff findings do not provide any level of compatibility analysis for land use coexistence but rather just identified the various types of zoned parcels surrounding the subject parcel. Corrections to staff findings include with reference to the working files provided, the Existing Zoning and 500 foot radius maps): Within 500 feet of the property line, there are only 4, not five, vacant residential parcels and the large parcel to the south should not be considered because it is on the other side of the Conservation Easement. There is also only one, not two, residential structures within 500 feet and it is located far to the southeast and outside the Conservation Easement boundary.

Southern Border: The entire southern border of the property is buffered by a Conservation Easement that was part of an agreement with the Florida Department of Environment Protection that includes 9.68 acres so a determination of coexistence is not necessary. (Exhibit B)

Eastern Border: Referencing Exhibit G and Exhibit K which is a photo of the NW border, you can see a single-lane, dirt access road runs parallel along the eastern border that leads to a single family residence that is approximately 1,150 feet from Sorrento Road. The residence is not visible from the subject parcel north of the Conservation Easement.

Referencing back to the Wetlands map provided by the staff, protected wetlands also consume approximately 50% of the land mass from Sorrento Road down the access road about 450 ft. As such, no building development can be pursued in this protected area so a determination of coexistence is not necessary because the road is the only developed feature.

Northern Border: All of the land to the North of the subject parcel is zoned Conservation and vacant so a determination of coexistence is not necessary.

Northwest Border: If you turn to Exhibit I, you will see a picture that I took on Sunday. You can clearly see that the the mini-storage warehouse has about 45 feet of shared border and it is obviously compatible with Commercial uses. We will discuss this picture more later.

Western Border: This border is primarily the concrete plant that was also involuntarily down zoned from a Special Development District (SDD) to LDR in 2015 despite operating HC/LI since 1993. It is true that compatibility with the current land use should not be considered because it is nonconforming with LDR zoning. However, it should be noted that both the subject parcel and the concrete plant parcel were SDD conforming and subsequently made nonconforming by the Escambia County administrative rezoning in 2015. Nonetheless, for the purpose of a compatibility analysis, the proposed uses of the subject parcel can reasonably coexist with a future LDR uses as well. If you would please turn to Exhibit H, this is another Google Earth Screen Shot that shows all of the development on the subject parcel, which includes two pre-existing commercial buildings, a parking lot with a concrete handicapped spot, a greenhouse supported by a concrete slab and the respective infrastructure for utilities are located on the eastern half of the property. This means that the vast majority of any Commercial uses will be concentrated a distance of about 295 feet from the western border. If you now turn to Exhibit J, this is a Google Earth Screen Shot of the NW corner looking Westward. You will notice that from the northwest corner point southward to the beginning of the wetlands, there is only a distance of 62 feet which means there is very little exposure along this border. Now referencing Exhibit H again, you can see that the usable upland property tapers from the northwest to the southeast leaving only a relatively small area abutting the two parcels. Exhibit I, a photograph of the actual area, shows this area is extremely dense with mature trees and vegetation so the parcels are virtually isolated. Sharing only 62 feet along the Northwest border minimizes the potential impact of uses and actions on either side and thereby supports coexistence even with LDR.

In summary, we again reject the staff findings for this criterion and we have demonstrated how the rezoning is completely compatible with the surrounding uses.

Addressing other staff findings in this section, We strongly contend that the Density and Uses Savings Clause Determination approved and signed 27 August 2018 continues to be valid for SCD uses. The subject property has been maintained and the utilities have been active since the signing date and there are routine visitors and workers on the parcel.

Criterion D., LDC Sec. 2-7.2(b)(4)
Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

Applicant Findings
The proposed amendment may or may not create spot zoning based on which definitions are used for the terms contiguous and adjoining, which are not further defined in Chapter 6 of the LDC. However, the definition in the Merriam-Webster dictionary is: " being in actual contact or touching along a boundary or at a point." However, if you turn once again to Exhibit I, the subject parcel clearly shares approximately 45 feet of border with the mini-warehouse to the Northwest that is zoned Commercial, although it is separated by a public right-of-way. For distance guaging, each rolling door on the mini-storage building is about 10 feet wide across. This means that the parcels are not kitty corner but rather they share about 45 feet of boundary. In addition, the parcel shares a border on the western boundary with the concrete plant that is operating as HC/LI. A common sense approach may also conclude that any two parcels can be considered to be contiguous or adjoining if they are not separated by another zoned parcel of land.

It is extremely important to understand that this criterion is based NOT solely on spot zoning, but rather on "appropriatenesss" if spot zoning is determined. Even if it was determined that this zoning created a "spot zoning" case, the commercial activity is "appropriate" because it is consistent with and furthers the purposes of the Escambia County comprehensive plan and FLU category, as referenced previously in Criterion A,

above. You will find the staff provided definitions for spot zoning but there is literally no analysis for a determination of "appropriate" which is the entire objective of this criterion. Government planning websites and published legal articles overwhelmingly and consistently reference compliance with the Comprehensive Plan and the respective FLU category for a determination of spot zoning and appropriateness., which was determined in Criterion A. In other words, spot zoning may be considered inappropriate from the start if it is not consistent with the applicable FLU category.
Therefore, rezoning of this parcel to Commercial will result in no adverse impacts on adjoining parcels and contribute to logical and orderly development. It should be acknowledged that "spot zoning" is considered inappropriate only if the use classification is totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. Shapiro, D, Esq. 2013. Understanding Spot Zoning. accessed 01 January 2020, <https://plannersweb.com/2013/11/understanding-spot-zoning-2/#return-note-10779-1>

It should also be acknowledged at this point once again, that the 2015 administrative rezoning is precisely what created this scenario and, without changes, even made the mini-storage facility across the street spot zoning.

Furthermore, the LDC Section 2-7.2 (b)(4) provides the guidance for a determination of appropriate spot zoning. In accordance with this Section, one must determine "if the differences between the districts would be minor or sufficiently limited." This pertains to the current LDR border on the east and west side. On the eastern border, again referencing Exhibit H and the Wetlands slide provided by the staff, the upland property is only a strip of land wide enough for an access road and the majority of the remaining frontage property is designated wetlands. Therefore, as also shown in Exhibit K, there is literally no impact to that LDR parcel that would result from a zoning change because the access road is the only developed feature and there is a line of mature trees and heavy vegetation that completely isolates and buffers the two parcels

Turning back to Exhibit I, On the western border, there is only 62 feet of shared border that can be accessed from either side of a 10 foot fence that also separates the parcels. The border area consists of mature trees and dense vegetation that completely isolates and buffers these two parcels as well. Because this is a very small area of shared boundary with virtually no exposure between the parcels, there is literally no impact that would result from a zoning change.

These physical limits on the borders unquestionably make the differences between the districts, or zoned parcels, minor and sufficiently limited. As such, rezoning of this parcel to Commercial will result in no adverse impacts on adjoining parcels. Because all of the other surrounding parcels are zoned conservation in perpetuity or have development restrictions due to the presence of protected wetlands, it is not possible for rezoning to impact these areas in any perceivable way.

Because of all of these reasons, if the rezoning request were to be determined as spot zoning, it is unquestionable that this rezoning is appropriate and consistent with the LDC in all aspects.

Criterion e., LDC Sec. 2-7.2(b)(4)
Appropriate with changed or changing conditions

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

Applicant Findings
The land uses and development conditions within the area surrounding the property of rezoning have not significantly changed. Because of this, the criterion of this "approval condition" is already compliant and consistent with the LDC. The surrounding commercial businesses have been operating for an extended period of time. Development sprawl has not taken place and is not possible because there is simply no more land available in the surrounding area that can be zoned to support commercial or industrial uses.

In response to the staff findings, this rezoning application is much different from the original submission presented to the Planning Board on 8-6-19 as you have now seen. Included in this current application is relevant history, zoning and land use data that was not previously presented or considered by either party and much more in depth analysis of the all the criterion.

The staff findings in this criterion simply provided only a definition of sprawl but did not provide any level of analysis or any level of determination. In any event, a haphazard development pattern of any kind is simply impossible because of permanent land zoning constraints surrounding the subject parcel. Wetlands also dominate much of the geography in the area which naturally prevent sprawl into environmentally sensitive areas protected by local, state and federal laws.

In closing, I understand that much of this presentation is technical in nature and we appreciate your patience. We have gone to great lengths to prove to you beyond a reasonable doubt that this application is unquestionably consistent and in accordance with" the LDC and Comprehensive Plan and we believe it should be supported and recommended based upon these objective criteria. Thank You

Reply

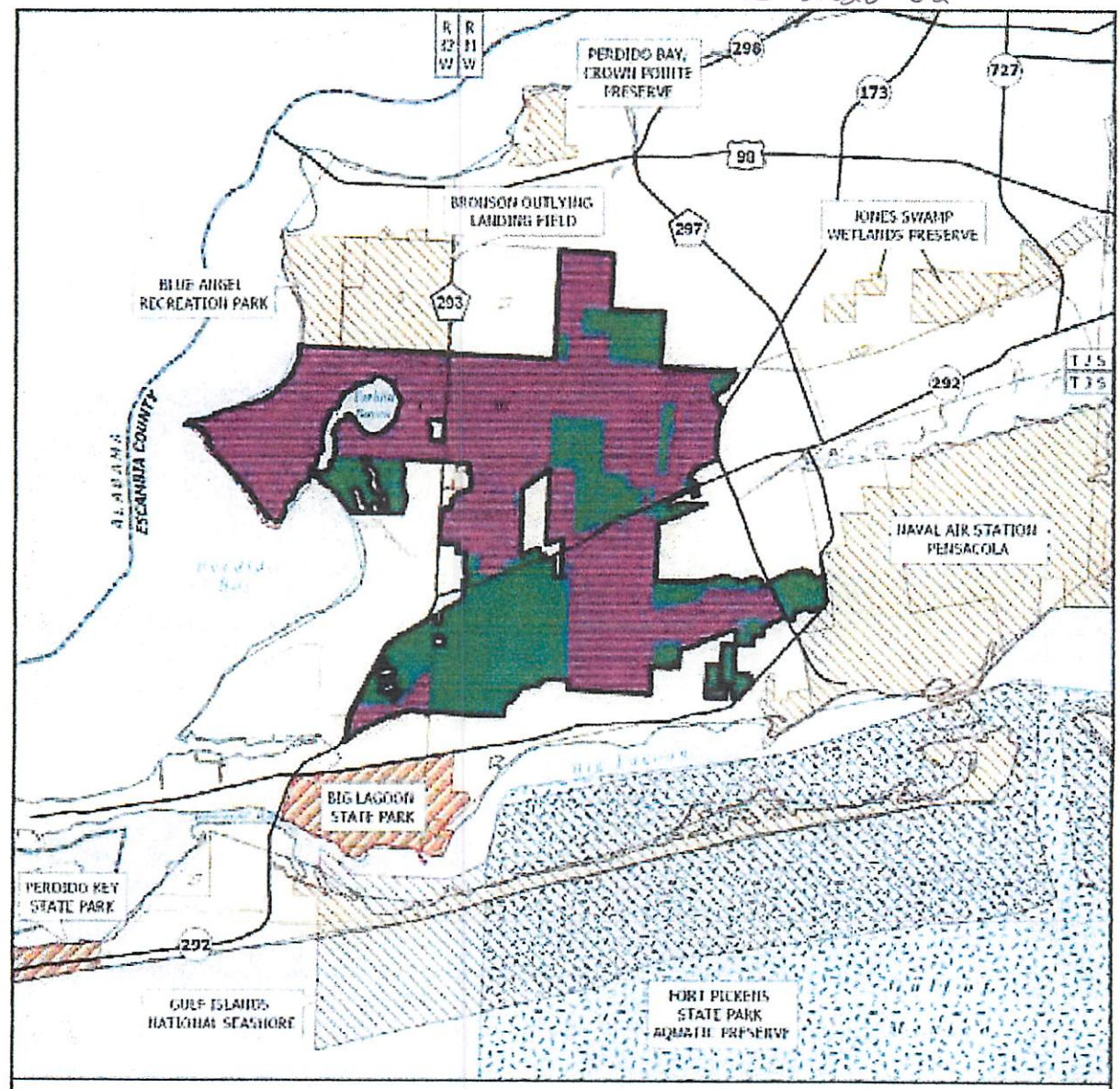
I would like to note that any of the comments that were directed towards the concrete plant are not transferable to this property. Listening to some of the comments, it sounds more Like collateral damage to us rather than real concerns with the zoning of this property. In any event, Compliance with the LDC is really the only determinant of the outcome here.

Final

We have shown that the staffs findings were not persuasive and not supported by facts or any level of relevant analysis. On the hand, we have demonstrated that each of the five criterion is consistent with the Land Development Code. You are also aware of the history and background of this parcel that one could argue has been handled inappropriately and rezoning would help to remedy the past incursions. Please dont forget the 9.68 acres of land in conservation easement that were exchanged for development along Sorrento, don't forget the county issued a Site and Utility plan and permitted all the structures to be built, don't forget the presence of the billboard only allowed on commercial property, and please don't forget all the other common sense items that show this parcel should not have been down zoned in the first place. Thank you for the opportunity to Plead our case.

Regards

T Bay
Speaker exhibit 1
Z-2020-02



PERDIDO PITCHER PLANT PRAIRIE

ESCAMBIA COUNTY

- Florida Forever BOT Project Boundary
- Acquired for Conservation (Fee Simple)
- Essential Parcel(s) Remaining
- State Owned Lands
- Other Conservation Lands
- State Aquatic Preserves

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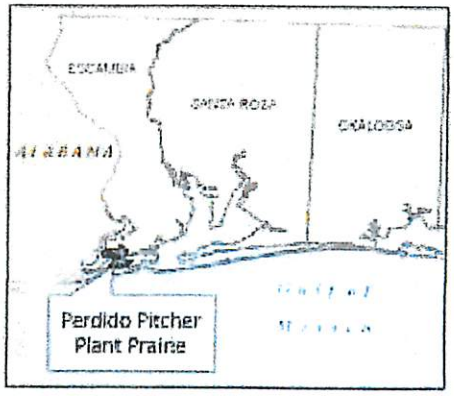


APRIL 2010

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17526 **Growth Management Report 14. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on February 4, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2020-01 and Z-2020-02 were heard by the Planning Board on February 4, 2020. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2020-01**
Address:	7000 BLK Pine Forest Road (off)
Property Reference No.:	24-1S-31-4302-000-000
Property Size:	4.95 (+/-) acres
From:	Com, Commercial district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

Case No.:	**Z-2020-02**
Address:	11545 Sorrento Road
Property Reference No.:	12-3S-31-3301-000-000
Property Size:	18.78 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	Com, Commercial district (25 du/acre)

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17555 **Growth Management Report 14. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2019-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-02

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, located north of Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 21, Township 1N, Range 31W, Parcel Number 4301-000-000, totaling 84.10 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

BACKGROUND:

The applicant is requesting to remove the parcel from the adopted Escambia County Mid-West Sector Plan (SP), Muscogee Detailed Specific Area Plan (DSAP). The subject parcel is located on the south-eastern perimeter boundary of the SP, off Kingsfield Road.

Based on the public records of Escambia County, the Escambia County Property Appraiser, there is a single-family residence on-site. The current underlying

zoning for the parcel is LDR, with a maximum residential development allowance of 4 du/acre. A rezoning request for the parcel was approved on May 2, 2019, by the BCC changing the zoning district from Agriculture to Low-Density Residential.

The applicant is also requesting that the BCC assign a Future Land Use (FLU) category of MU-S. The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the Conservation Neighborhood designation, with a maximum residential development allowance of 3 du/acre.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

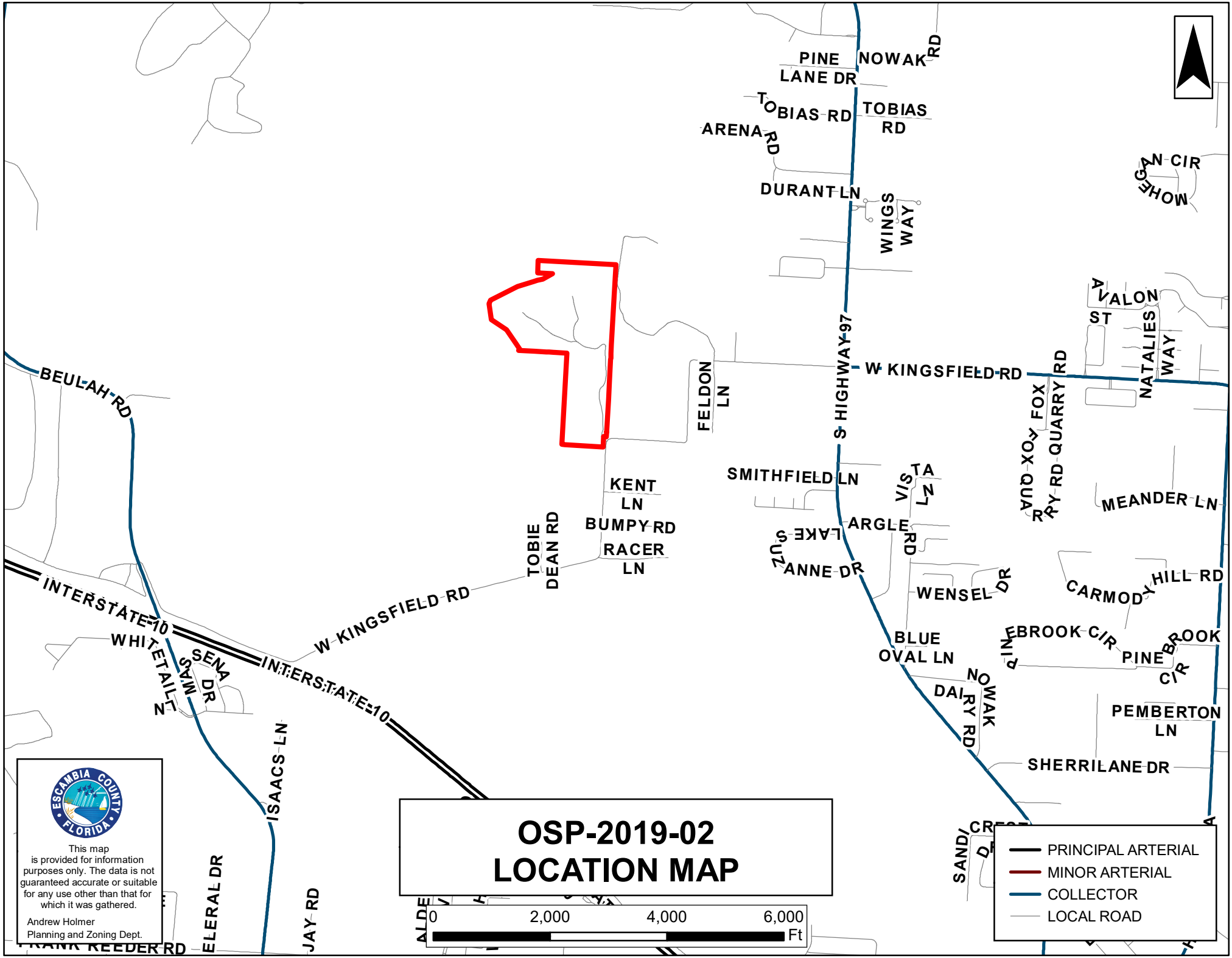
This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

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

Attachments

OSP-2019-02 Working Case File
Staff Analysis with Attachments
Draft Ordinance with Attachments

OSP-2019-02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WENSEL DR
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SENA MAS DR
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FRANK REEDER RD
OSP-2019-02
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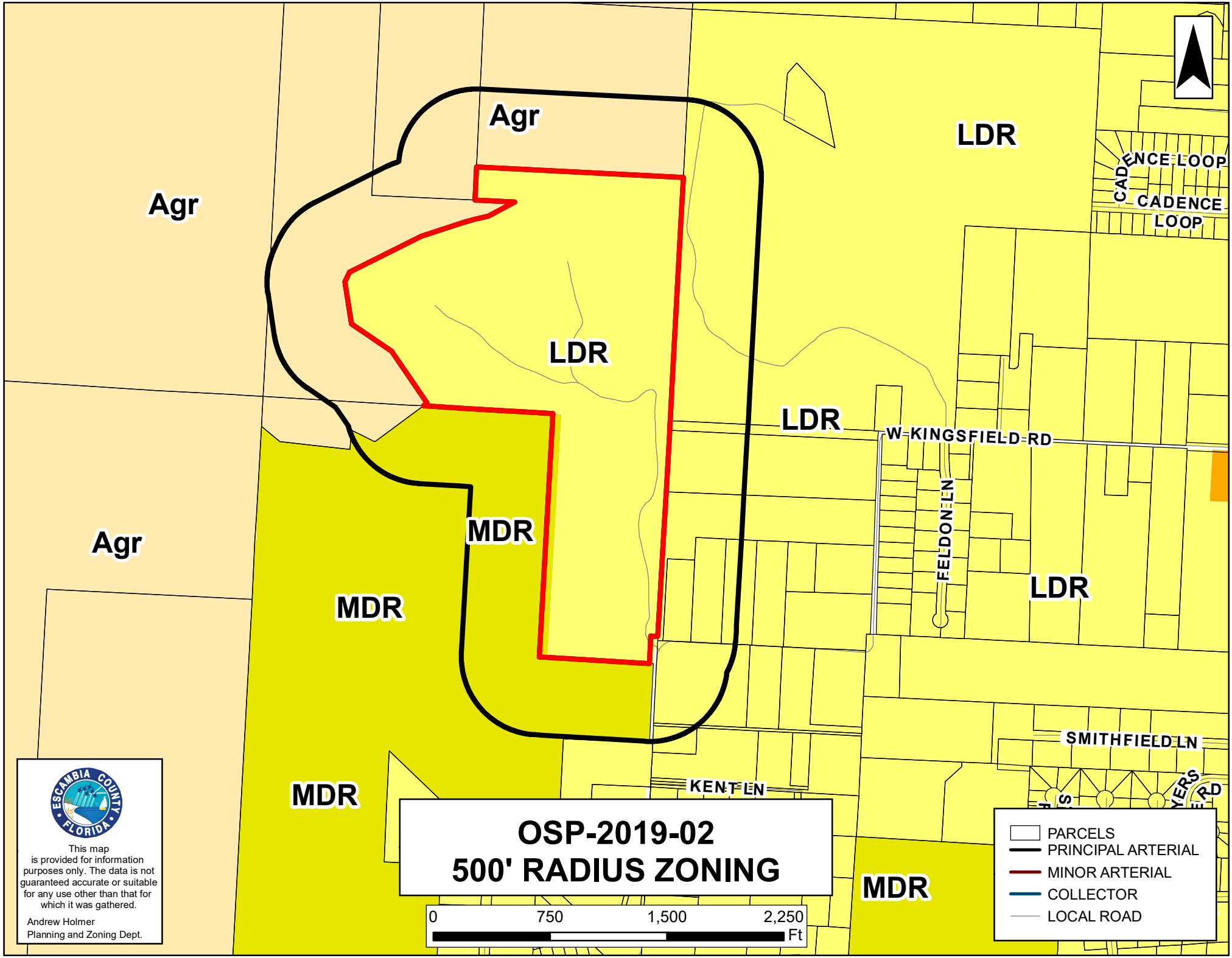
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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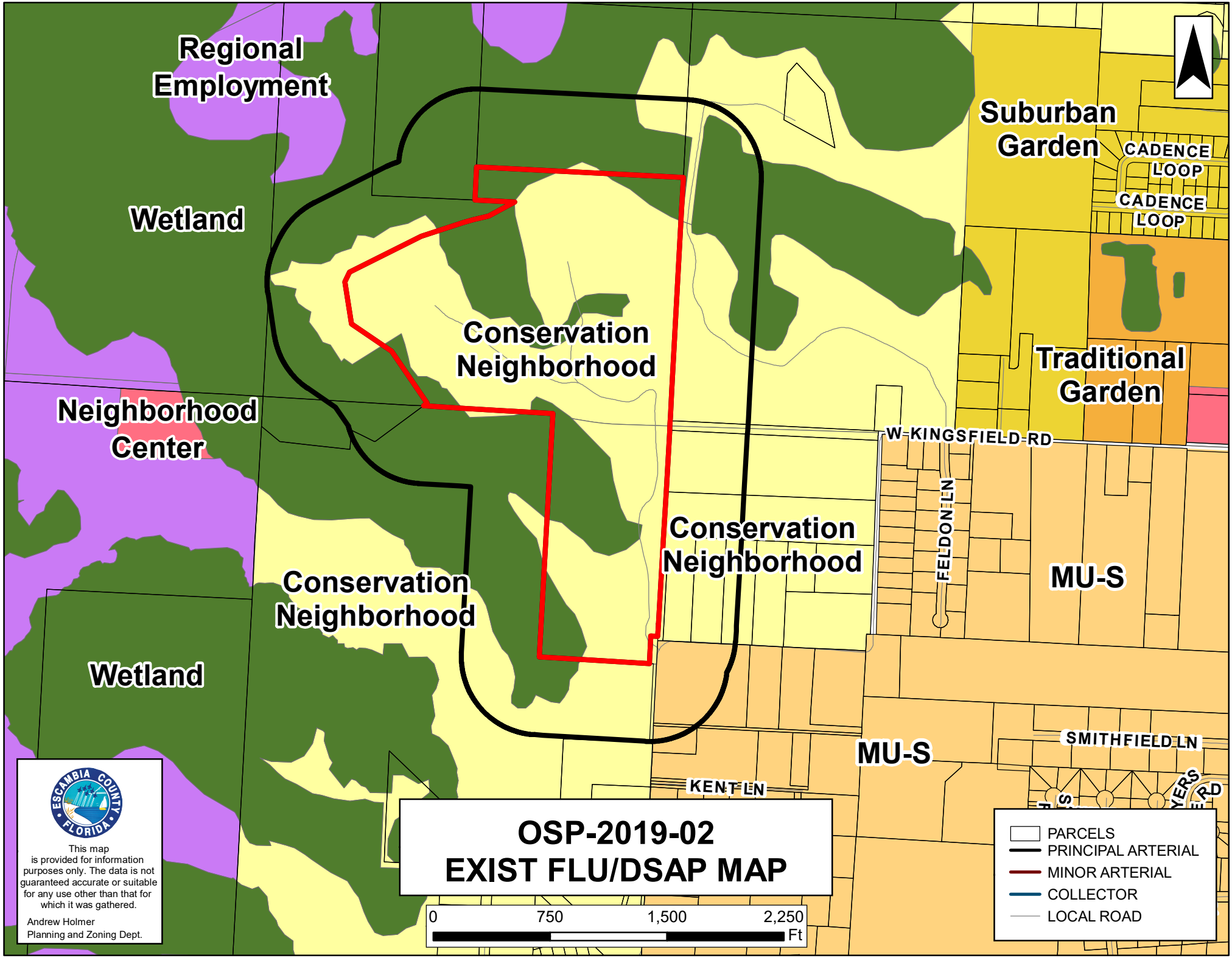
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Neighborhood Center
Conservation Neighborhood
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Wetland
Suburban Garden
Traditional Garden
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OSP-2019-02
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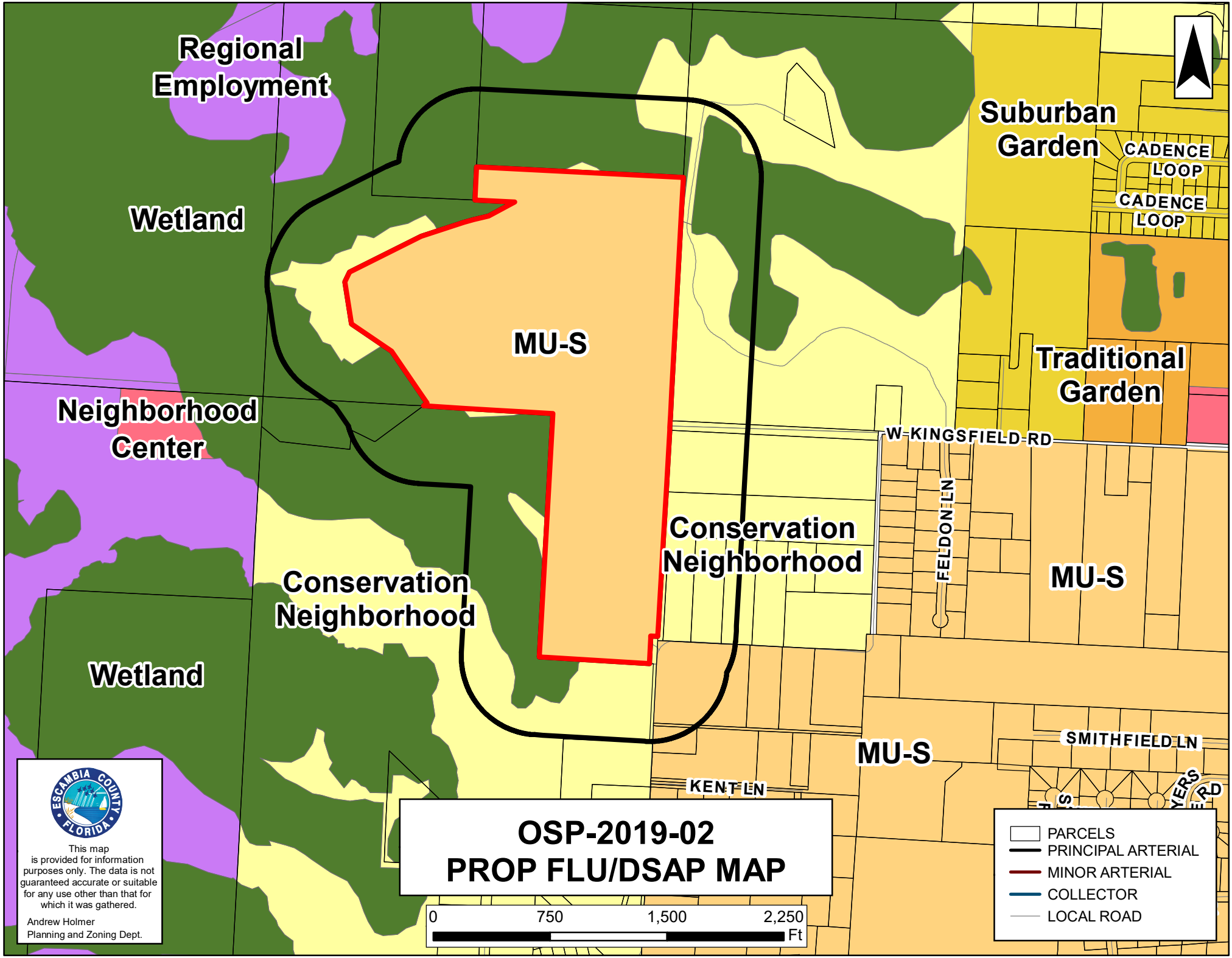
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OSP-2019-02
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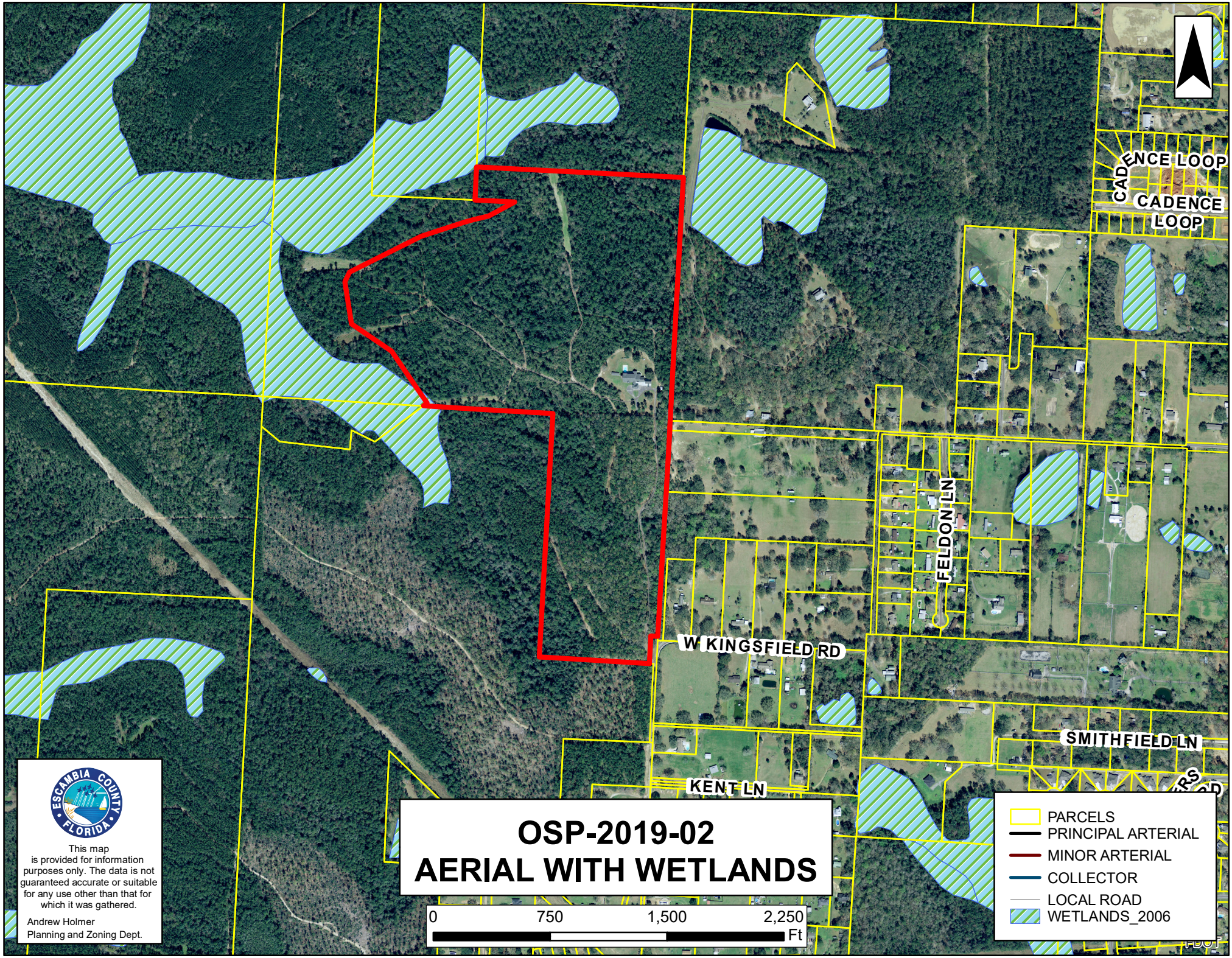


OSP-2019-02
AERIAL WITH WETLANDS



Public Hearing Sign


LOOKING EAST ON KINGSFIELD


LOOKING NORTH ONTO PROPERTY


LOOKING SOUTHWEST ON KINGSFIELD



LOOKING SOUTH ACROSS KINGSFIELD

WESTMARK

Frank E. Westmark *fewestmark@aol.com*
Elizabeth J. Westmark *ejwestmark@gmail.com*
(850) 937-1835
Mailing: P. O. Box 575 Physical: 2025 W. Kingsfield Cantonment, FL 32533

October 31, 2019

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **Frank E. and Elizabeth J. Westmark, owners**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan and Future Land Use Map Amendment
Parcel Reference 211N314301000000 at 2025 W. Kingsfield Road

Dear Planning Board Members and Director Jones:

This letter supports our request that the above-referenced property be allowed to "opt out" of the Detailed Specific Area Plan (DSAP) otherwise known as the Escambia County Mid-West Sector Plan. If approved, the subject property will remain the existing Low Density Residential (LDR), with the requested Future Land Use (FLU) assigned of Mixed Use-Suburban (MU-S). (Application attached.)

I bought the subject property in 1974 for a private hunting preserve and future investment. My wife, Elizabeth, and I have lived on it for about twenty years. We have no immediate plans to sell, but considering my advanced age of eighty-two, I am compelled to get things in order so the property will sell for its highest and best use whenever that time comes, whether I am above or below ground. And that brings us to the reason we are applying to opt out of the Sector Plan.

Our property is zoned regular county LDR as previously noted, which is what we want. But our effective zoning is Sector Plan LDR, or Conservation Neighborhood, which severely degrades our property use and value compared to the county standard LDR.

It has been represented that the Sector Plan Conservation Neighborhood is comparable to county LDR. That is simply not true when applied to high value development property like ours.

Here are the stark differences:

One: The Dwelling Unit Reduction. County LDR allows four dwelling units per acre. Sector Plan LDR/Conservation Neighborhood arbitrarily shrinks the county standard by twenty-five percent (25%) to three dwelling units per acre, without providing any rational basis for the reduction.

A decade ago when the Sector Plan was conceived that probably wasn't an issue. With the rising cost of land, development infrastructure, and building construction, that could be an issue now depending upon physical characteristics of the property and its location.

Two: The 50% Rule. This provision requires the developed area of a proposed subdivision shall not exceed fifty percent (50%) of the gross land area of the site. In our case, where our property is approximately ninety percent (90%) buildable, that provision renders nearly half of our valuable property practically worthless for its highest and best use. The net effect is, in reality, a de facto taking without compensation.

Three: Open Space Design. This restriction reinforces the previous one. It states as follows: "At least fifty percent (50%) of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (See EXHIBIT A – Escambia County Mid-West Sector Plan, Section 3.03 Conservation Neighborhood Guidelines pages 55, 56, and 57.)

None of these severely limiting restrictions apply to county LDR, nor do they appear anywhere else in the county's land development code, including medium and high density residential and other categories of zoning in the Sector Plan itself, all of which are comparable to regular county zoning.

Under these circumstances, no developer interested in making a profit is likely to pay top dollar for our property knowing full well he's got to give up development rights on a portion of it and face uncertainty about what he can do with the rest.

It is obvious that a basic competitive unfairness and inequity exists between property owners with county LDR and those with Sector Plan LDR/Conservation Neighborhood. That unfairness also acts as a strong deterrent to residential development in the Sector Plan. Since the

Sector Plan was approved eight years ago, there have been numerous residential developments in the area outside of the Sector Plan boundaries with dozens more in process. By contrast, during that time there has been only one approved subdivision in Sector Plan LDR/Conservation Neighborhood, and in that instance the developer found a way to extract value from a portion of the required "set-aside" property he was prohibited from developing to offset his costs of lost development rights.

There also exists a basic unfairness between property owners within the Conservation Neighborhood. For example, property owners with forty to fifty percent jurisdictional wetlands on their property are not required to give up any of their buildable land. The required conservation, or agricultural, component is already in place there due to God and the Environmental Protection Agency.

In other words, the highest value properties, like ours, are forced to bear the full burden of surrendering a portion of our valuable upland without compensation to accommodate perceived public interest that was not established by sufficient public input, hearings, proper legal notice and consent of the property owners. Virtually all of them are small landowners who were swept up into this thing with no idea how their property rights would be affected.

Here's the bottom line. We have lost nearly half of our development rights compared to our regular county LDR zoning, and we have lost substantial value due to passage and continued existence of the Sector Plan. The Sector Plan does not allow variances, exceptions, adjustments for changing conditions, development rights swaps, or any other changes whatsoever. Once you're in it, you're stuck, and your only recourse is to opt out.

The Board of County Commissioners has become aware of these problems, and recently voted unanimously to direct staff to reduce fees for processing opt-out applications and make it easier and quicker for property owners to opt out if they choose to do so. The new schedule waives all fees for property owners with ten acres or less, and levies $975 for properties over ten acres, which is a seventy-five percent (75%) reduction from approximately four thousand dollars ($4,000). The Board's clear intent is to streamline and expedite this opt-out procedure as a fair and equitable remedy for landowners whose private property rights have been infringed upon unjustly. (See EXHIBIT B – Resolution R2019-92 passed by BOCC unanimously, 5-0 vote, September 11, 2019.)

For the reasons noted in this letter and in consideration of the will of the Board of County Commissioners, we request your favorable recommendation for our opt-out application so it can move forward to the Board of County Commissioners for final approval.

Sincerely,

Frank E. Westmark

Elizabeth J. Westmark

Attachments: Exhibits A-B and Mid-West Escambia County Sector Plan Opt-Out Request with Future Land Use Map Amendment Application

Conservation Neighborhoods

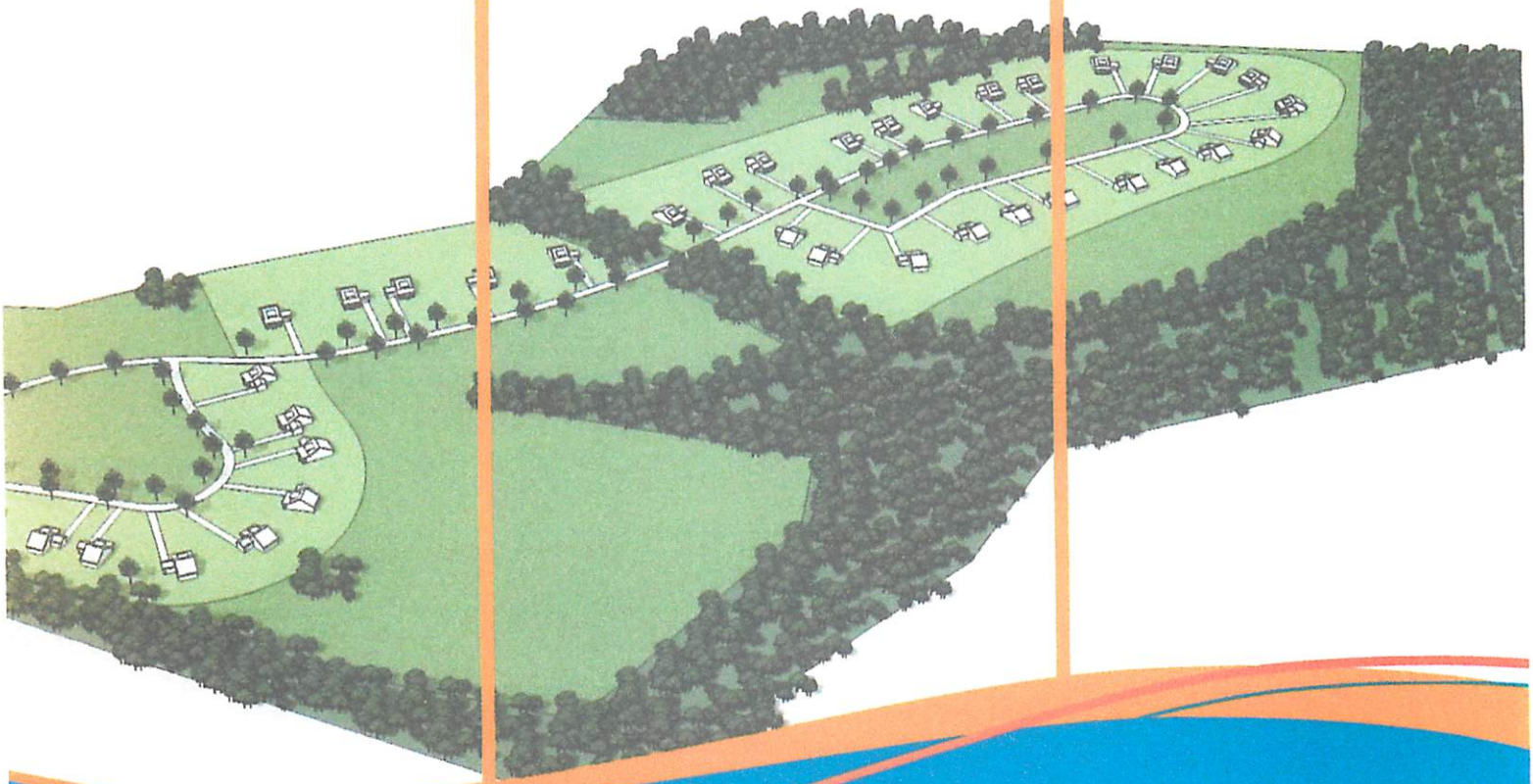
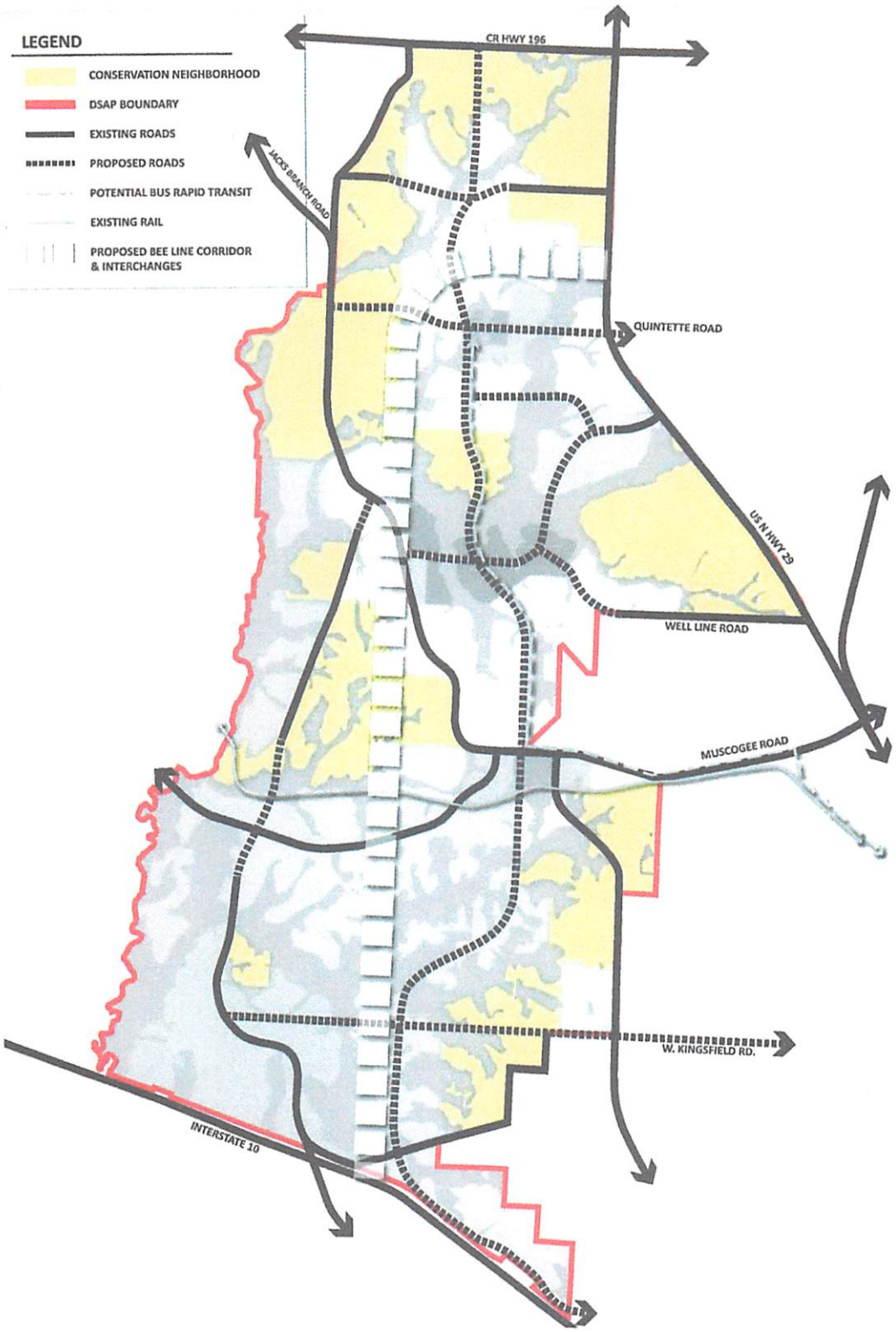


EXHIBIT A



Conservation Neighborhoods

Section 3.03 Conservation Neighborhood Guidelines

A. General Description

Conservation Neighborhoods are located greater than ½ mile from Town, Village and Neighborhood Centers and are typically located in more rural areas of the DSAP. They are subdivisions of clustered, single-family dwellings intended to:

- *Establish a more efficient use of land and infrastructure, thereby reducing costs to taxpayers, residents and developers.*
- *Offer landowners alternatives to conventional, large-lot development and incentivize the conservation of natural resources.*
- *Create usable and accessible open space for use by neighborhood residents.*
- *Contribute to an overall, interconnected open space system which links individual neighborhoods to parks and other publicly owned lands.*



B. Corresponding Escambia County Zoning District

(1) VAG-1, VR-1, R-1, V-1, V-2, V-2A, V-5, SDD

C. Permitted Uses

(1) Detached housing as well as those uses listed in the specific zoning category, schools, civic use, open space and parks.

D. Density

(1) Minimum Density: none

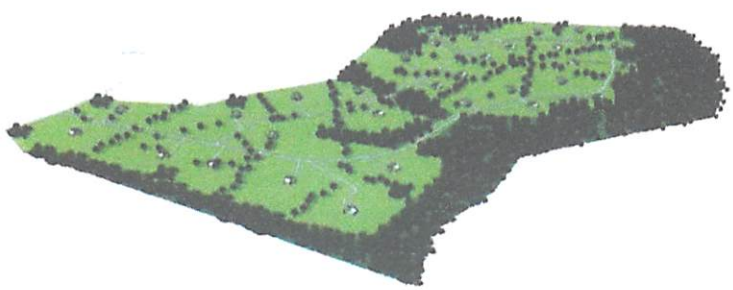
(2) Maximum Density: 3 DU/ Net Acre

E. Development Pattern and Design

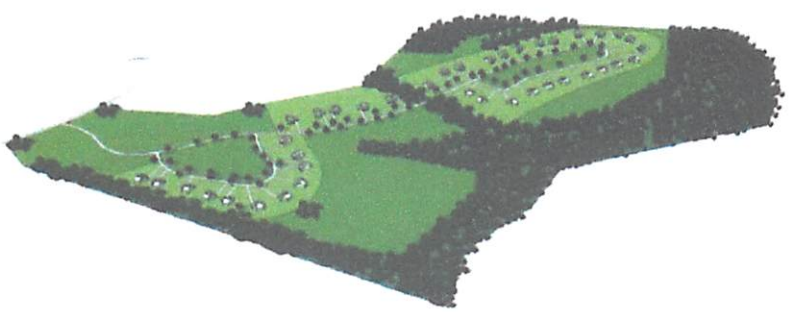
(1) The developed area of the subject site shall not exceed fifty (50) percent of the gross land area of the site.

(2) Development shall be arranged in compact, neighborhood clusters.

(3) Sites may contain multiple neighborhood clusters provided they are separated by open space.



Conventional Development



Cluster Development

F. Open Space

(1) At least fifty (50) percent of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land.

(2) Open space shall be arranged to preserve the function and integrity of on-site natural resources.

(3) Open space shall consist of ~~Primary and Secondary Conservation Areas, Improved Common Open Space, and/or Active Agricultural Areas~~ one or more of the following:

(a) Primary Conservation Areas – wetlands, watercourses, waterbodies and associated buffers, and lands conserved for the protection of flora, fauna and habitat. Such lands shall be managed as natural open space and maintained in a natural or restored condition.

(b) Secondary Conservation Area – other selected areas which contain attractive spaces that are unique to the character of the site.

(c) Improved Common Open Space – open space set aside for ~~passive~~ recreational purposes. These areas may contain accessory buildings and improvements necessary and appropriate for recreational and/ or public uses.

(d) Active Agricultural Areas – improved land used for bona fide agriculture uses subject to Best Management Practices of the Florida Department of Agriculture and Consumer Services including structures and facilities to support bona fide agricultural uses.

(4) Up to ½ of the required open space area may include stormwater facilities provided such facilities are designed as a community amenity.

(5) Open space should be contiguous to greenways, trails, public parks or other open spaces on adjoining parcels in order to promote the creation of larger, interconnected open space system.

(6) Required open space should be encouraged to have access from the subject sites buildable area, except areas that contain bona fide agricultural activities.

G. Streets

(1) Refer to Section 7 for typical cross sections for Conservation Neighborhoods.

(2) Roadways should be designed according to best engineering practices and encouraged to follow existing contours to minimize the extent of cuts and fills.

RESOLUTION R2019 - 92

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING CERTAIN FEES FOR DEVELOPMENT SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized under Chapter 125, Florida Statues, to provide certain functions and activities through its Development Services Department for the benefit of the citizens of Escambia County;

WHEREAS, the Board of County Commissioners previously adopted Resolution 2007-159, Resolution 2011-128 and Resolution 2016-17, which established a schedule of fees for certain functions performed by its Development Services Department;

WHEREAS, the Board of County Commissioners has determined that it is appropriate to adopt alternative procedures for opting out of the Sector Plan, including but not limited to options that would allow for a reduction in opt-out fees, simultaneous opting out of multiple parcels, and expedited processing where possible; and

WHEREAS, it has been concluded by the Board of County Commissioners that in order to provide adequately for the health, safety, and welfare of the residents of Escambia County, the fee schedule and related provisions established herein are now in the best interest of the County.

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

Section 1. Recital. The above recitations are true and correct and are hereby adopted.

Section 2. Fee Adoption. That the Board of County Commissioners shall adopt the fees and the provisions contained therein for certain Development Services functions.

EXHIBIT B

The fee schedule and the pertinent provisions are attached and incorporated as Exhibit "A" to this Resolution.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, AC A
Date: 9-11-19

EXHIBIT "A"

SECTOR PLAN OPT-OUT APPLICATION FEES		
TYPE	**APPLICATION FEES**	**ADVERTISING FEES**
PARCELS 10 ACRES AND UNDER	FEE WAIVER	PAID BY APPLICANT
SINGLE PARCEL	$975.00	PAID BY APPLICANT
TWO **ADJOINING** PARCELS*	$1,275.00	PAID BY APPLICANT
***ADJOINING IMPLIES MEETING AND TOUCHING AT SOME POINT OR LINE**		
ADDITIONAL ADJOINING PARCELS ABOVE TWO	$72.00 PER PARCEL	PAID BY APPLICANT
TWO **NON-ADJOINING** PARCELS	$1,750.00	PAID BY APPLICANT
ADDITIONAL NON-ADJOINING PARCELS ABOVE TWO	$85.00 PER PARCEL	PAID BY APPLICANT

Opt-Out Process Timeline

- These types of requests are legislative in nature and will be processed accordingly within the provisions as established within the Land Development Code and the Comprehensive Plan of Escambia County, Florida.

- Once the application has been submitted to the County with all the required documents, including any analysis, reports and payment of fees, **staff shall move with deliberate action and speed in order to get the "opt-out request(s)" heard at the next regularly scheduled Planning Board meeting, contingent upon the County's ability to first comply with all public notification requirements.**

- Property Owners and/or Agents for Property Owners have the responsibility of ensuring accuracy of all submittal packets. Failure to submit the necessary documents can result in a delay in moving the specified request to the next regularly scheduled meeting of the Planning Board.

- **If a rezoning request is also submitted, staff will act in accordance with F.S 163.3184(12) "Concurrent Zoning." This provision of law gives the local government the authority to hear a rezoning request at the transmittal hearing for a request for amendment to the Comprehensive Plan. The zoning change would be contingent upon the review and approval of the requested Comprehensive Plan amendment.**

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

I. ACTION ITEMS

1. Recommendation: That the Board review and adopt the Resolution [R2019-92] and fee schedule and the pertinent provisions contained therein and attached as Exhibit "A" to the Resolution.

Motion: Move the Item **For Information:** This Resolution provides for certain reduced fees and other provisions related to opting out of the Mid-West Escambia County Plan.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Jacqueline Rogers and Theresa Blackwell

2. Recommendation: That the Board take the following action concerning a two-year, at-large appointment/reappointment to the Escambia County Planning Board:

   A. Reappoint Alan Gray effective September 19, 2019, through September 18, 2021;

   OR

   B. Appoint Van Hibberts effective September 19, 2019, through September 18, 2021;

   OR

   C. Appoint Robert Rollins effective September 19, 2019, through September 18, 2021;

   OR

   D. Appoint Brian Harris effective September 19, 2019, through September 18, 2021.

Motion: Move that we drop Item 2 of the Growth Management Report **For Information:** Director Jones advised the Board that he would like this item dropped and brought back to the October 17, 2019, meeting.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Growth Management Report
7. 1.

AI-16792

Action

BCC Regular Meeting

Meeting Date: 09/19/2019

Issue: Action Item - Fee Resolution for Opting-Out of the Mid-West Escambia County Sector Plan

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Resolution Providing for Certain Reduced Fees and Other Provisions Related to Opting Out of the Mid-West Escambia County Plan.

That the Board review and adopt the fee schedule and the pertinent provisions contained therein and attached as Exhibit "A" to the Resolution.

BACKGROUND:

The Mid-West Escambia County Sector Plan was established in accordance with Florida Statutes 163.3245. This statute authorizes one or more local governments to engage in long-term planning for a large area, addressing regional issues through adoption of Detailed Specific Area Plans (DSAPs) within a planning area. In accordance with Section 2-7.4 of the Land Development Code and its applicable provisions, the adopted Escambia County Comprehensive Plan 2030 provides guidelines for removing properties from an approved DSAP in Chapter 16, FLU 16.6.1.V.

The Board has determined that it is appropriate to adopt alternative procedures for opting out of the Sector Plan, including but not limited to, options that would allow for a reduction in opt-out fees, simultaneous opting out of multiple parcels, and expedited processing where possible.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Resolution has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached

herein.

PERSONNEL:

No additional personnel are required for implementation of this Resolution.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Resolution is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Adopting Certain Fees for Development Services

Westmark Application

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

MID-WEST ESCAMBIA COUNTY OPT-OUT REQUEST WITH FUTURE LAND USE MAP AMENDMENT APPLICATION
(Revised 09/2019)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Opting-Out FLU Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: Application fees can be found on the Escambia County website:
https://myescambia.com/our-services/development-services/planning-zoning/rezoning/planning-board

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

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

FUTURE LAND USE MAP AMENDMENT
Mid-West Escambia County Sector Plan Opting-Out
APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Notarized Affidavit of Ownership and Authorization (form herein)
4. ✓ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ✓ Concurrency Determination Acknowledgement (form herein)
6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. ✓ Street Map depicting general property location
8. ✓ Legal Description of exact property area proposed for opt-out and a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
9. ✓ Opt-Out Future Land Use Map Amendment Application fee
10. ✓ Complete Data and Analysis (See applicable page herein)

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

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPTING-OUT and FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: OPTING OUT OF THE SECTOR PLAN
Current DSAP Land Use: Con Neighborhood **Requested FLU:** MU-S **Zoning:** _____
Previous FLU: _____
Taken by: _____
Planning Board Public Hearing, date(s): 1/7/2020

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** 10/31/19

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

Name: Frank E. and Elizabeth J. Westmark

Address: P.O. Box 575

City: Cantonment State: FL Zip Code: 32533

Telephone: (850) 937-1835

Email: ejwestmark@gmail.com and fewestmark@aol.com

DESCRIPTION OF PROPERTY:

Street address: 2025 W. Kingsfield Road

Subdivision: N/A

Property reference number(s) 21-1N-31-4301-000-000

Size of Property (acres) 84.1 Sewer____ Septic Tank ✓

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) | Frank E. Westmark (Printed Name) | 10-31-19 (Date)

Signature (~~Agent's Name~~ Property Owner) | Elizabeth J. Westmark (Printed Name) | 10-31-19 (Date)

Address: P.O. Box 575 / (now) 2025 W. Kingsfield Rd.

City: Cantonment State: FL Zip: 32533

Telephone (850) 937 - 1835 Fax # ( ) ___ - ___

Email: ejwestmark@gmail and fewestmark@aol.com

STATE OF Floeida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 31 day of October, year of 2019 by , ___ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, (✓) produced current Florida/Other driver's license, and/or ( ) produced current ___ as identification.

Gwendolyn Robinson
Signature of Notary Public Date Printed Name of Notary

My Commission Expires April 23, 2021 Commission No. GG 096690
(Notary seal must be affixed)

GWENDOLYN ROBINSON
Commission # GG 096690
Expires April 23, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

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

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

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

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

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

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

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

OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: N/A
There is no project.

Property reference #: 21-1N-31-4301-000-000

Project Address:
2025 W. Kingsfield Rd Cantonment 32533

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st DAY OF October, 2019

Frank E. Westmark — Frank E. Westmark
Owner's signature — **Owner's name (print)**

Elizabeth J. Westmark — Elizabeth J. Westmark
~~**Agent's** signature~~ — ~~**Agent's** name (print)~~

Property Owners — Owners

DATA AND ANALYSIS REQUIREMENTS

2025 W. Kingsfield Road
Parcel Reference 21-1N-31-4301-000-000
Owners: Frank E. Westmark and Elizabeth J. Westmark

1. The following is an analysis of the impact of both the current and proposed future land use categories on various infrastructure components. Applicants' parcel contains one single family home. Current future land use is DSAP – Conservation Neighborhood; requested future land use is MU-S; previous future land use is AG. Current zoning is LDR. There is no development proposed. If any development is proposed in the future that requires more density than normal county LDR, it must come before the Planning Board and the Board of County Commissioners as a quasi-judicial rezoning hearing and be approved or denied at that time.

   A. Sanitary Sewer (or septic tank, if applicable)
   Provides service to the one single family home on the property.

   B. Solid Waste Disposal
   ECUA provides solid waste disposal for this neighborhood.

   C. Potable Water
   Farm Hill Water holds the franchise for water at this address.

   D. Stormwater Management
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate stormwater management is designed into the project.

   E. Traffic
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review analysis to ensure compliance with established standards.

   F. Recreation and Open Space
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate recreation and open space is designed into the project.

G. Schools

Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure impact on area schools is taken into consideration. Schools serving this neighborhood include Kingsfield Elementary, Ransom Middle, and Tate High School.

2. Describe the proximity to and impact on the following:

A. Wellheads

Not applicable. There is no development proposed. However, the applicant's property is not within either the 7 or 20 year wellhead protection area. See the county's Property Lookup information for this parcel (attached).

B. Historically Significant Sites

Not applicable. There is no proposed development. Any future proposed development must go through normal Development Review procedures and to be approved must request the requisite archaeology site review.

C. Natural Resources

Not applicable. While there is no development proposed, if one is proposed in the future, natural resources of special significance must be taken into account and addressed during the normal Development Review process.

D. Analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above (*Escambia County*). This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The applicants' request to opt-out their land from the Sector Plan, DSAP-Conservation Neighborhood, is consistent with the intent of the Escambia County Comprehensive Plan. The Conservation Neighborhood district assigned to this parcel does not meet the highest and best use for what the applicants believe is most fair or appropriate for their property.

E. The parcel size is approximately 84.1 acres. It represents .0218 of the DSAP Conservation Neighborhood category, which has a total of 3,855 developable acres. The aggregate acreage of granted opt-outs is 8.7.

F. Not applicable. There is no current proposal for development of this site, so there will be no impact to traffic.

G. The underlying existing zoning category for this parcel is Low Density Residential (LDR). It is compatible with the surrounding DSAP land use designation.

H. The requested FLU designation of MU-S is compatible with the underlying LDR zoning.

I. The previous future land use designation was AG.

J. Due to restrictions of the DSAP Conservation Neighborhood overlay on this property, including the 50% rule, mandatory clustering, required open space and inability to petition the Planning Board for relief to change or modify zoning at any point in the future, the property owners have lost development rights, were effectively down zoned as part of the Sector Plan adoption, have had their land devalued and lost the ability to sell it at fair market value.

Scott Lunsford, CFC - Escambia County Tax Collector

2018 REAL ESTATE TAXES

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
11-4180-000	06		211N314301000000

PROPERTY ADDRESS:
2025 KINGSFIELD RD

EXEMPTIONS:
HOMESTEAD EXEMPTION

WESTMARK FRANK E &
WESTMARK ELIZABETH J
PO BOX 575
CANTONMENT, FL 32533

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	679,625	50,000	629,625	4,165.91
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	679,625	25,000	654,625	1,391.08
BY STATE LAW	4.2000	679,625	25,000	654,625	2,749.43
WATER MANAGEMENT	0.0338	679,625	50,000	629,625	21.28
SHERIFF	0.6850	679,625	50,000	629,625	431.29
M.S.T.U. LIBRARY	0.3590	679,625	50,000	629,625	226.04

TOTAL MILLAGE 14.0193

AD VALOREM TAXES $8,985.03

LEGAL DESCRIPTION

S 1/2 OF SE1/4 OF SEC 21 LESS OR 862 P 169
ESCAMBIA COUNTY ALSO A STRIP OF LAND
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		142.88

NON-AD VALOREM ASSESSMENTS $142.88

COMBINED TAXES AND ASSESSMENTS $9,127.91

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

If Paid By	Nov 30, 2018
Please Pay	$0.00

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:
Scott Lunsford, CFC
Escambia County Tax Collector
PO BOX 1312
PENSACOLA FL 32591
Pay online at EscambiaTaxCollector.com

ACCOUNT NUMBER
11-4180-000
PROPERTY ADDRESS
2025 KINGSFIELD RD

WESTMARK FRANK E &
WESTMARK ELIZABETH J
PO BOX 575
CANTONMENT, FL 32533

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 11/30/2018 Receipt # 187-18-00345814 $8,762.79 Paid By

Source: Escambia County Property Appraiser

Navigate Mode • Account Reference

Restore Full Page Version

General Information

Reference: 211N314301000000
Account: 114180000
Owners: WESTMARK FRANK E & WESTMARK ELIZABETH J
Mail: PO BOX 575 CANTONMENT, FL 32533
Situs: 2025 KINGSFIELD RD 32533
Use Code: IMPROV. AGRICULTURAL-RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$10,979	$691,524	$702,503	$679,625
2017	$10,979	$839,294	$850,273	$665,802
2016	$10,979	$826,659	$837,638	$652,262

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/11/2010	6549	1657	$100	WD	View Instr
02/2002	4857	146	$8,600	WD	View Instr
05/1999	4409	755	$75,000	WD	View Instr
12/1998	4356	1817	$100,000	OT	View Instr
09/1995	3835	372	$100	WD	View Instr

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

2018 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
S 1/2 OF SE1/4 OF SEC 21 LESS OR 862 P 169 ESCAMBIA COUNTY ALSO A STRIP OF LAND 66 FT IN WIDTH & 1465 FT IN LENGTH...

Extra Features
METAL SHED
POOL
POOL SCREEN

Parcel Information

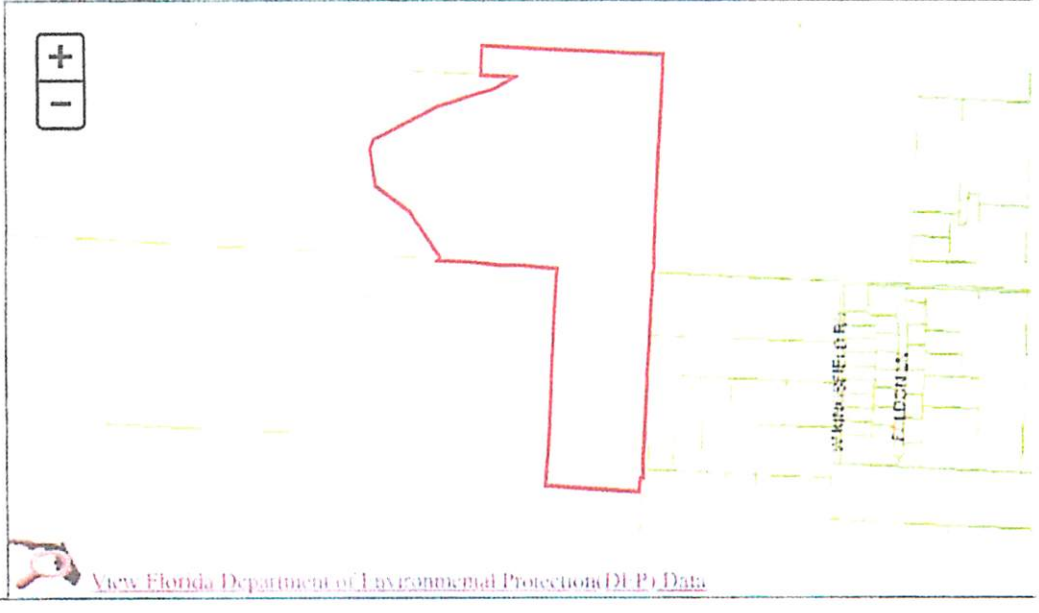
Launch Interactive Map

Section Map Id:
21-1N-31

Approx. Acreage:
84.1000

Zoned:
Agr

Evacuation & Flood Information
Open Report



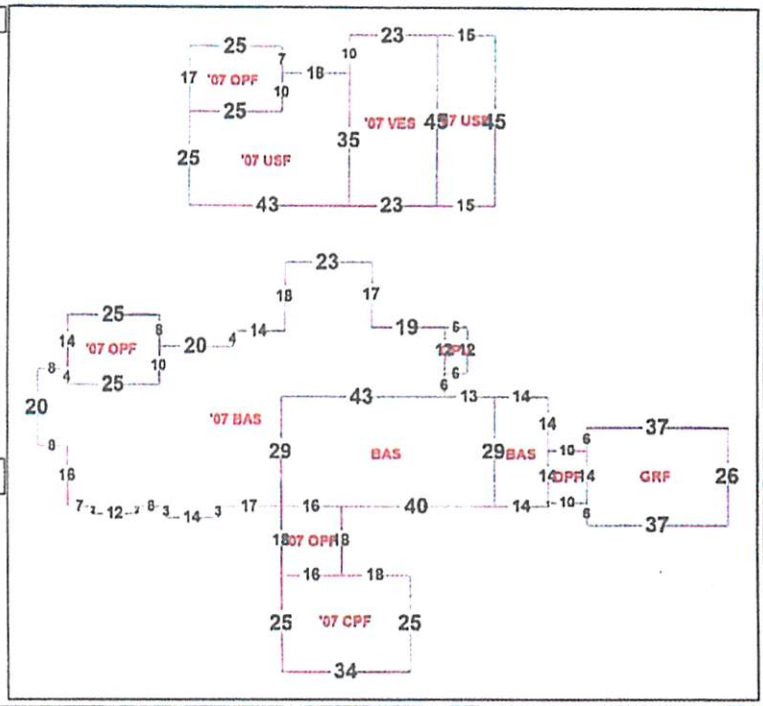
View Florida Department of Environmental Protection DEP Data

Buildings

Address:2025 KINGSFIELD RD, Year Built: 2000, Effective Year: 2000

Structural Elements
DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*STONE*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-CUS.DEC*
NO. PLUMBING FIXTURES-*14*
NO. STORIES-*2*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 11810 Total SF
BASE AREA - *5658*
CARPORT FIN - *850*
GARAGE FIN - *962*
OPEN PORCH FIN - *1303*
OPEN PORCH UNF - *72*
UPPER STORY FIN - *1930*
VESTIBULE - *1035*



Images



8/30/17

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Recorded in Public Records 01/13/2010 at 02:14 PM OR Book 6549 Page 1657, Instrument #2010002366, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

Prepared By:
Patrick G. Emmanuel, of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
File Number: 02391-110657

WARRANTY DEED

This WARRANTY DEED, dated January 11, 2010 given by **FRANK E. WESTMARK AND ELIZABETH J. WESTMARK**, husband and wife, hereinafter called the GRANTOR, to **FRANK E. WESTMARK AND ELIZABETH J. WESTMARK**, husband and wife, whose mailing address is P.O. Box 575, Cantonment, FL 32533, hereinafter called the GRANTEE. (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, viz:

PARCEL 1: (OR Book 4857 at Pages 146-147)
South seven acres of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) of Section Twenty-one (21), Township One (1) North, Range Thirty-one (31) West. All lying and being in Escambia County, Florida

PARCEL 2: (OR Book 4356 at Pages 1817-1818)
All right, title and interest of Grantor in and to the following described parcel of real estate in Escambia County, Florida: The South one-half (S ½) of the Southeast Quarter of Section 21, Township 1 North, Range 31 West, Escambia County, Florida, less and except approximately 24.63 acres conveyed by Warwick Land Company, Incorporated to Escambia County, Florida by Deed dated December 23, 1974, recorded in Official Records Book 862, Pages 169-171, of the Public Records of Escambia County, Florida.

PARCEL 3: (OR Book 3835 at Pages 372-375)
South ½ of the Southeast Quarter of Section 21, Township 1 North, Range 31 West, Escambia County, Florida; Less and Except the following: Begin at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 21; thence North 00°04'21" West along the West line of the Southwest Quarter of the Southeast Quarter for 1337.67 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter; thence North 90°00'00" East along the North line of the Southwest Quarter of the Southeast Quarter for 1323.38 feet to the Northwest corner of the Southeast Quarter of the Southeast Quarter; thence continue North 90°00'00" East along the North line of the Southeast Quarter of the Southeast Quarter for 188.37 feet; thence South 57°18'11" West for 156.24 feet; thence South 74°52'35" West for 169.89 feet; thence South 68°53'36" West for 300.54 feet; thence South 59°35'41" West for 525.31 feet; thence South 14°19'18" West for 68.31 feet; thence South 13°31'27" East for 266.50 feet; thence South 59°31'06" East for 305.12 feet; thence South 36°55'39" East for

406.22 feet; thence South 48°03'21" West for 44.94 feet to the South line of Section 21; thence South 90°00'00" West along the South line of Section 21 for 1000.14 feet to the point of beginning; containing 24.63 acres, more or less. Parcel I, as herein described contains 55.37 acres, more or less.

Less any and all oil, gas or other minerals on, in or under any of the above-described property owned or possessed by any third party of record, and subject to any oil, gas or minerals leases, if any, of record in Escambia County as to the above-described real estate. It is the intent hereof that Grantor grants to Grantee, their heirs, personal representatives and assigns any and all oil, gas and minerals, if any, owned or possessed by Grantor in and to the above-described parcel of real estate.

Prior to the execution and delivery of this Deed, title to the real estate described herein was vested in Frank E. Westmark. This Deed is executed and delivered to vest title to all said real estate in Frank E. Westmark and Elizabeth J. Westmark, as husband and wife, and as an Estate By The Entirety. The only consideration for this Deed is the Love and Affection of Frank E. Westmark for his wife, Elizabeth J. Westmark.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2010** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same unto the Grantee in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Print Name: Patrick G. Emmanuel

Frank E. Westmark

Print Name: Virginia L. Holeman

Elizabeth J. Westmark

BK: 6549 PG: 1659 Last Page

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

THE FOREGOING INSTRUMENT was acknowledged before me on this 11th day of January, 2010, by Frank E. Westmark and Elizabeth J. Westmark, husband and wife, who are personally known to me.

VIRGINIA L. HOLEMAN
Notary Public-State of Florida
Comm. Exp. Jan. 29, 2014
Comm. No. DD 942030

Virginia L. Holeman
Notary Public for the State of Florida
[NOTARY SEAL]

U:\PGE\Westmark\Deed from FW&EW 12-09.doc\6

OR BK 4857 PG 1146
Escambia County, Florida
INSTRUMENT 2002-93604

WARRANTY DEED

FILE NO. 02-22407
DOC. 60.20
REC. 10.50
TOTAL 70.50
STATE OF FLORIDA
COUNTY OF Escambia

Tax ID # 21-1N-31-4102-000-000

KNOW ALL MEN BY THESE PRESENTS: That
Anna B. Owen,

330 Milly Branch Court
Pike Road, Alabama 36064, Grantor*
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto Frank E. Westmark, a married man,

P.O. Box 575 Cantonment, FL 32533, Grantee*
Address: 2025 W. Kingsfield Road, Cantonment, FL 32533 grantee's
heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

See Exhibit "A" Attached for legal description

The above described property is not the homestead of the Grantor.

This instrument prepared by:
Janis P. Mills
Southland Title of Pensacola, Inc.
1120 N. 12th Avenue
Pensacola, FL 32501

The Grantor herein retains 1/2 of any and all oil gas and minerals in and to the above described property.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warranty the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular number shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on February 15, 2002.

Witness: Jackie Holmes

Anna B. Owen (Seal)

Witness: Bradley C. Dailey

(Seal)

(Seal)

(Seal)

STATE OF Alabama
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 15th day of February, 2002 by Anna B. Owen,

who is/are personally known to me or who has/have produced driver's license as identification and who did take an oath.

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jul 23, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public
Serial Number

OR BK 4857 PG 0147
Escambia County, Florida
INSTRUMENT 2002-935604

RCD Feb 25, 2002 08:31 am
Escambia County, Florida

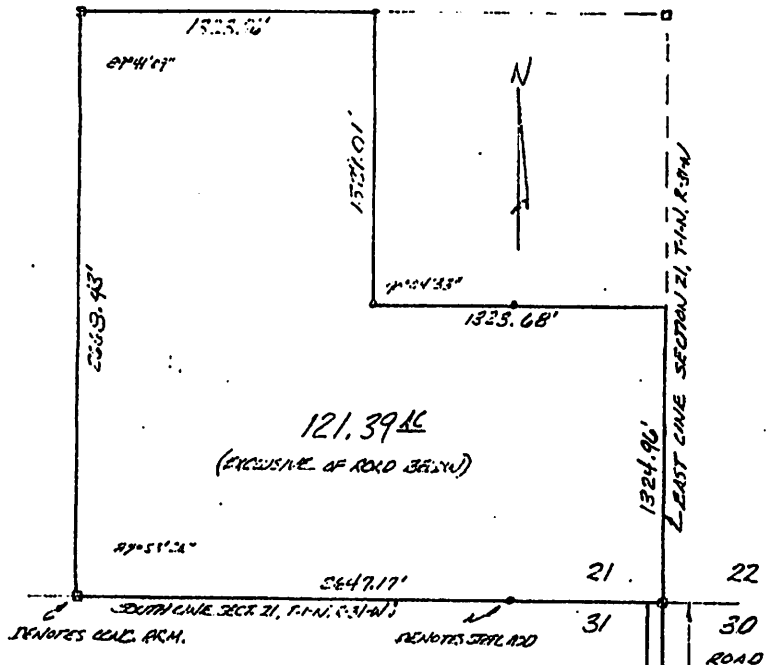
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-935604

Exhibit "A"

South seven acres of Northeast Quarter (NE 1/4) of Southeast Quarter (SE 1/4) of Section Twenty-one (21), Township One (1) North, Range Thirty-one (31) West. All lying and being in Escambia County, Florida.

NICHOL ENGINEERING COMPANY
~~Panama City, Florida~~

B. B. NICHOL
CIVIL ENGINEER
306 E. GOVERNMENT
PENSACOLA, FLA 32501



THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 31 WEST, AND A STRIP OF LAND LYING IN SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST BEING 66 FEET IN WIDTH AND 1465 FEET IN LENGTH, LYING PARALLEL WITH AND ADJACENT TO THE EAST LINE OF SAID SECTION 31, SAID STRIP BEGINNING AT THE NORTH LINE OF SAID SECTION 31 AND TERMINATING AT A POINT IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31.

REGISTERED ENGINEER No. 5373 - LAND SURVEYOR No. 1023 - B. B. NICHOL, JR. STATE OF FLORIDA

This is to certify that an actual survey was made of the above described property, that there are no encroachments and that said survey was accurately made to the best of my knowledge and belief.

SURVEY ORDERED BY: J. McHENRY JONES

SCALE: 1" = 500'

JOB NO. 73065 REV.

REGISTERED FLORIDA LAND SURVEYOR NO. 1023
REGISTERED FLORIDA CIVIL ENGINEER NO. 5373

DATE MARCH 22, 1973

DIETZGEN N. O. 1674 "RALTON"

Enclosure No. 3

WALTERS LAND SURVEYING

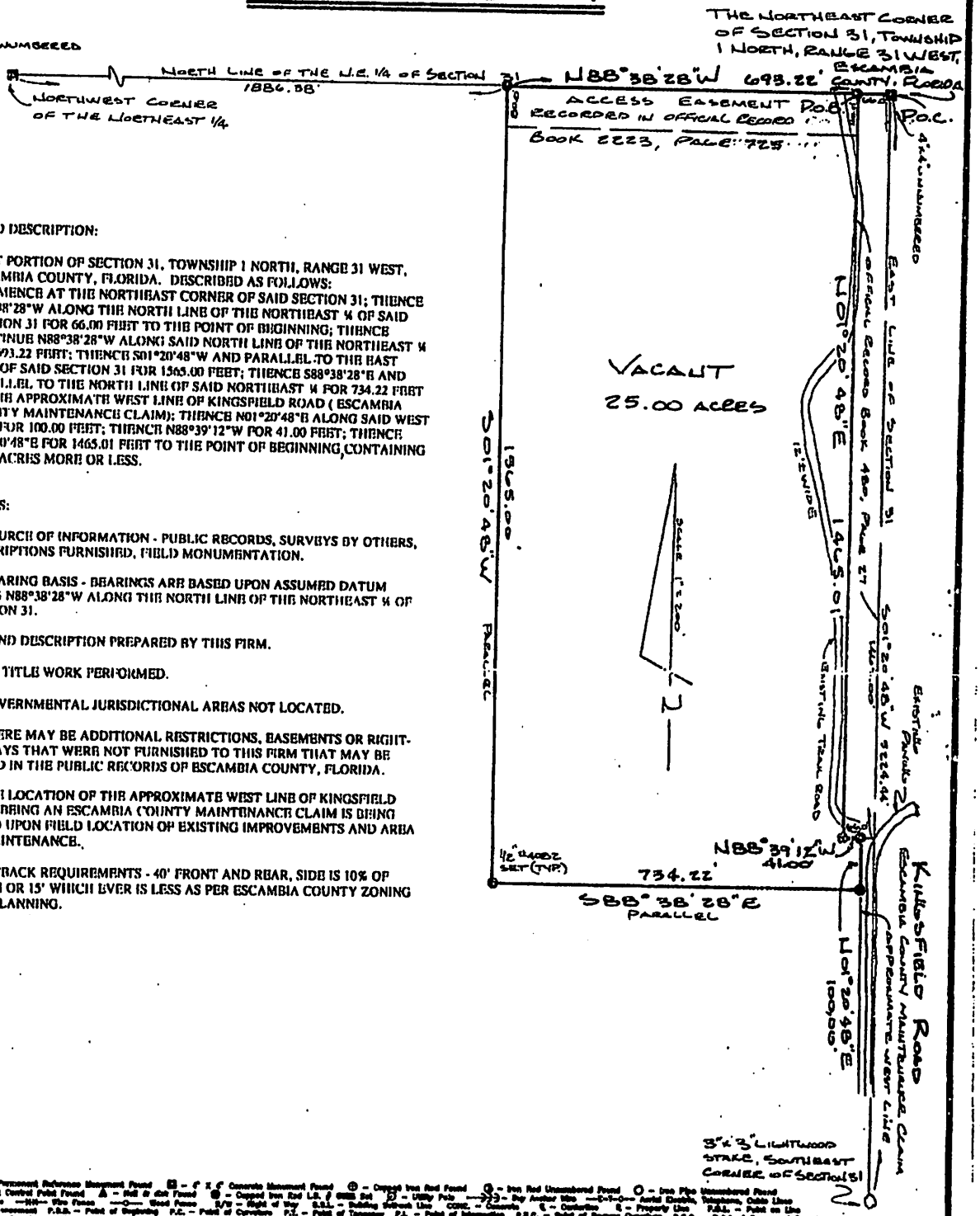
A PROFESSIONAL SERVICE ORGANIZATION

TELEPHONE NO.
(904) 453-4443

7604 W FAIRFIELD DR
PENSACOLA FL 32506

FAX NO.
(904) 453-2292

BOUNDARY SURVEY



LAND DESCRIPTION:

THAT PORTION OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE N88°38'28"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 31 FOR 66.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°38'28"W ALONG SAID NORTH LINE OF THE NORTHEAST ¼ FOR 693.22 FEET; THENCE S01°20'48"W AND PARALLEL TO THE EAST LINE OF SAID SECTION 31 FOR 1365.00 FEET; THENCE S88°38'28"E AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST ¼ FOR 734.22 FEET TO THE APPROXIMATE WEST LINE OF KINGSFIELD ROAD (ESCAMBIA COUNTY MAINTENANCE CLAIM); THENCE N01°20'48"E ALONG SAID WEST LINE FOR 100.00 FEET; THENCE N88°39'12"W FOR 41.00 FEET; THENCE N01°20'48"E FOR 1465.01 FEET TO THE POINT OF BEGINNING, CONTAINING 25.00 ACRES MORE OR LESS.

NOTES:

1) SOURCE OF INFORMATION - PUBLIC RECORDS, SURVEYS BY OTHERS, DESCRIPTIONS FURNISHED, FIELD MONUMENTATION.

2) BEARING BASIS - BEARINGS ARE BASED UPON ASSUMED DATUM USING N88°38'28"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 31.

3) LAND DESCRIPTION PREPARED BY THIS FIRM.

4) NO TITLE WORK PERFORMED.

5) GOVERNMENTAL JURISDICTIONAL AREAS NOT LOCATED.

6) THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

7) THE LOCATION OF THE APPROXIMATE WEST LINE OF KINGSFIELD ROAD BEING AN ESCAMBIA COUNTY MAINTENANCE CLAIM IS BEING BASED UPON FIELD LOCATION OF EXISTING IMPROVEMENTS AND AREA OF MAINTENANCE.

8) SETBACK REQUIREMENTS - 40' FRONT AND REAR, SIDE IS 10% OF WIDTH OR 15' WHICH EVER IS LESS AS PER ESCAMBIA COUNTY ZONING AND PLANNING.

LEGEND:

(B) - 4" x 4" (UNN.) Permanent Reference Monument Found ■ - 4" x 4" Concrete Monument Found ⊕ - Capped Iron Rod Found ○ - Iron Rod Unnumbered Found ○ - Iron Pipe Unnumbered Found
(D.C.P.) Permanent Control Point Found Δ - Nail & disk Found ● - Capped Iron Rod L.B. # 4082 Set ⊡ - Utility Pole ⟶ - Guy Anchor Wire —E—T—O— Aerial Electric, Telephone, Cable Lines
—W— Cable TV Lines —WM— Water Meter —C— Chord Bearing R/W - Right of Way B.S.L. - Building Setback Line CONC. - Concrete ℄ - Centerline ℄ - Property Line P.O.B. - Point on Line
P.O.C. - Point of Commencement P.O.B. - Point of Beginning P.C. - Point of Curvature P.T. - Point of Tangency P.I. - Point of Intersection P.R.C. - Point of Reverse Curvature P.C.C. - Point of Compound Curvature
R - Radius Δ - Delta L - Length of Arc C - Chord CB - Chord Bearing T - Tangent (P) - Plat (D) - Description or Deed (A) - Actual (TYP) - Typical

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

JOB NO. 97-10-059 FILE NO. B-6045 SCALE: 1" = 200'

REQUESTED BY: RUSS TORIAN PREPARED FOR:

DATE OF SURVEY: 11-6-97 ENCROACHMENTS:

FIELD BOOK: 317 PAGE: 45-47 REVISIONS:

RECERTIFIED:

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY F. BYRD, R.L.S. NO. 4400
STATE OF FLORIDA

JOEL C. WALTERS, R.L.S. NO. 4082
STATE OF FLORIDA

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL



N

GRAPHIC SCALE:

100 80 0 100 200 300

SCALE IN FEET

CURRENT SITE ZONING:	AG (4-16-2015)
SITE FLU:	MU-S
ADJACENT PROPERTY ZONING:	AG & LDR
REQUESTED SITE ZONING:	LDR

REZONING TO LDR MAY BE ESTABLISHED ONLY WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY PER LDC 3-2.5(f)

LDR SITE AND BUILDING REQUIREMENTS:

DENSITY: 4D.U./ACRE MAX.

FLOOR AREA RATION:	1.0
STRUCTURE HEIGHT:	45' MAX.
LOT AREA:	0.25 AC. MIN. (PER USE)
LOT WIDTH:	70' MIN. @ BSL 50' MIN. ALONG R/W 20' MIN. ALONG CUL-DE-SACS
LOT COVERAGE:	70% MAX. IMPERVIOUS & SEMI-IMPERVIOUS AREA
STRUCTURE SETBACKS:	FRONT - 25' MIN. REAR - 25' MIN. SIDE - 5' OR 10% OF LOT WIDTH MIN. @ FRONT BSL, 15' MAX.

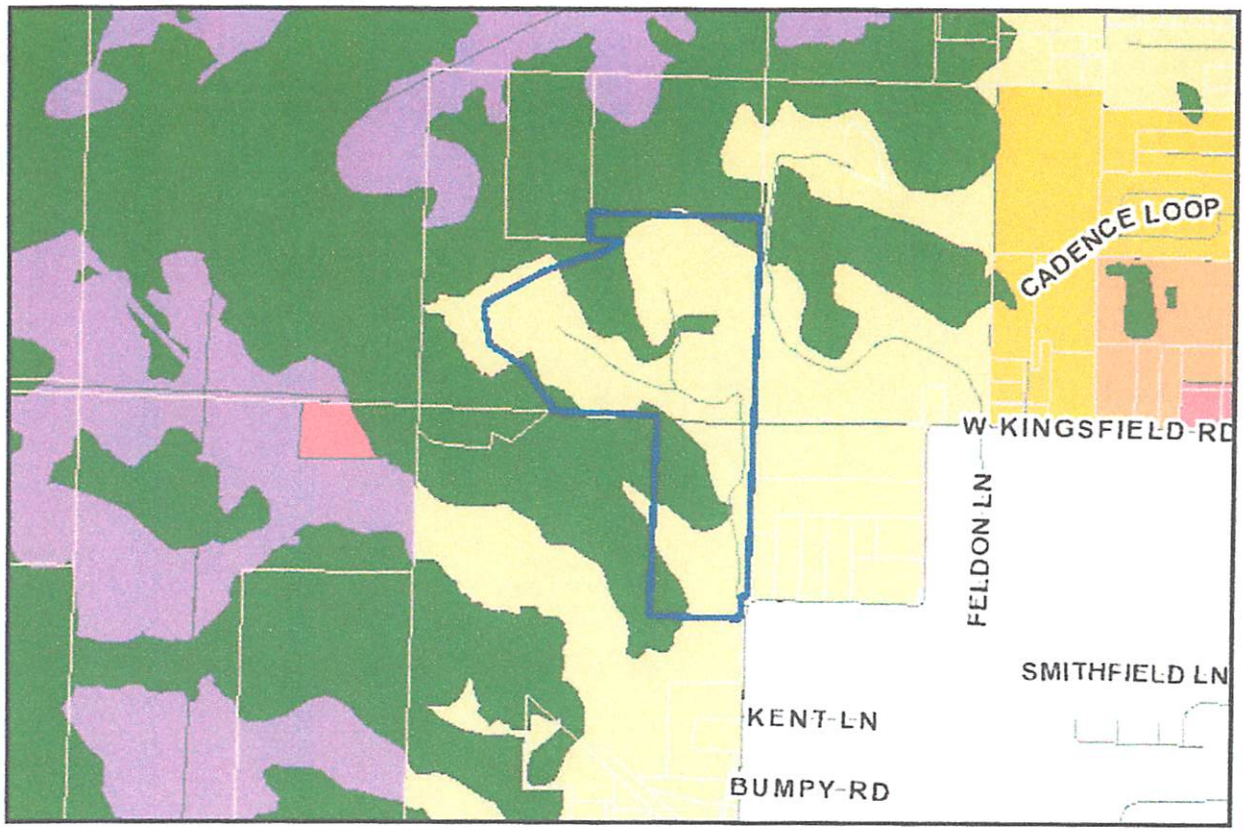
NOTE:
WETLANDS SHOWN ARE PER ESCAMBIA COUNTY GIS. FIELD VERIFIED WETLANDS SHOWN ON LAYOUTS

Escambia County, FL — Parcel Report — Sunday, September 22, 2019

Reference
21-1N-31-4301-000-000

Owner Name
WESTMARK ELIZABETH J

Owner Mailing Address
PO BOX 575
CANTONMENT, FL 32533



General Information

SITEADDR	2025 KINGSFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=211N314301000000		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

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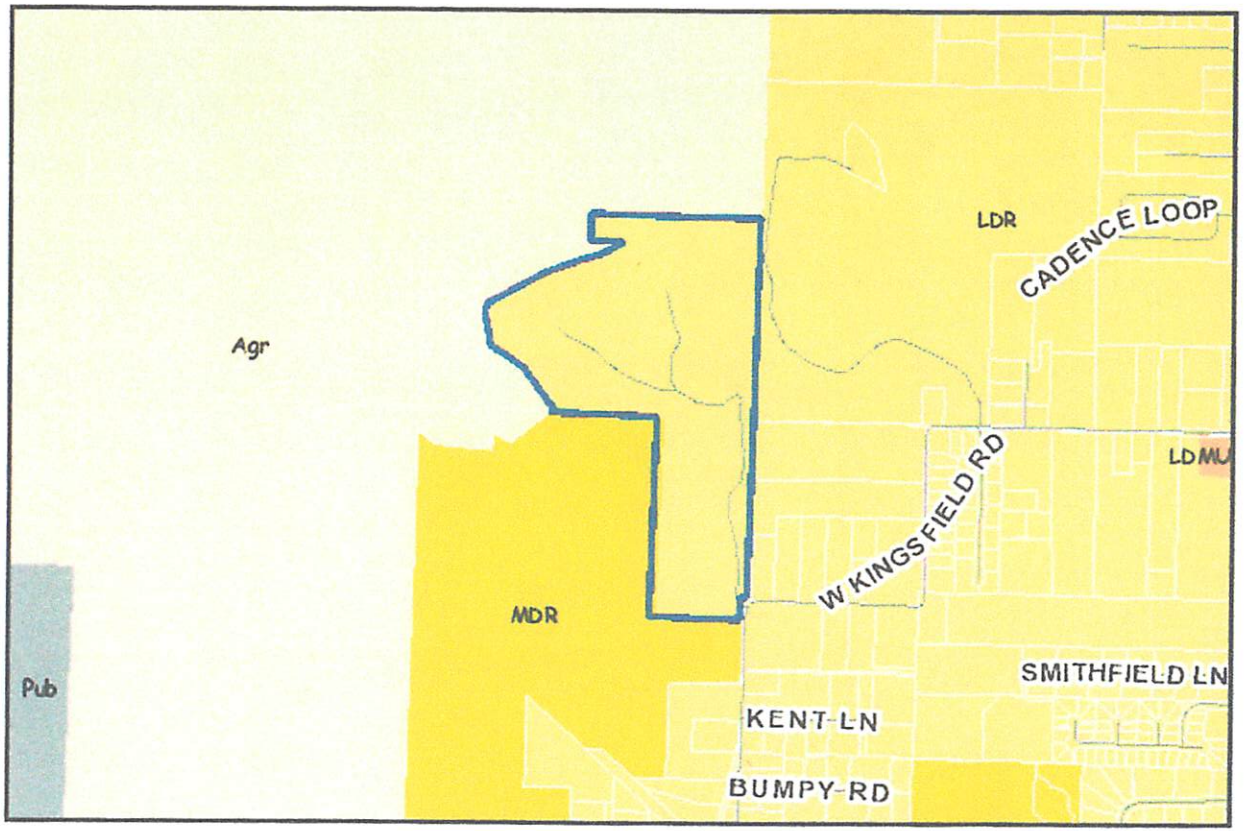

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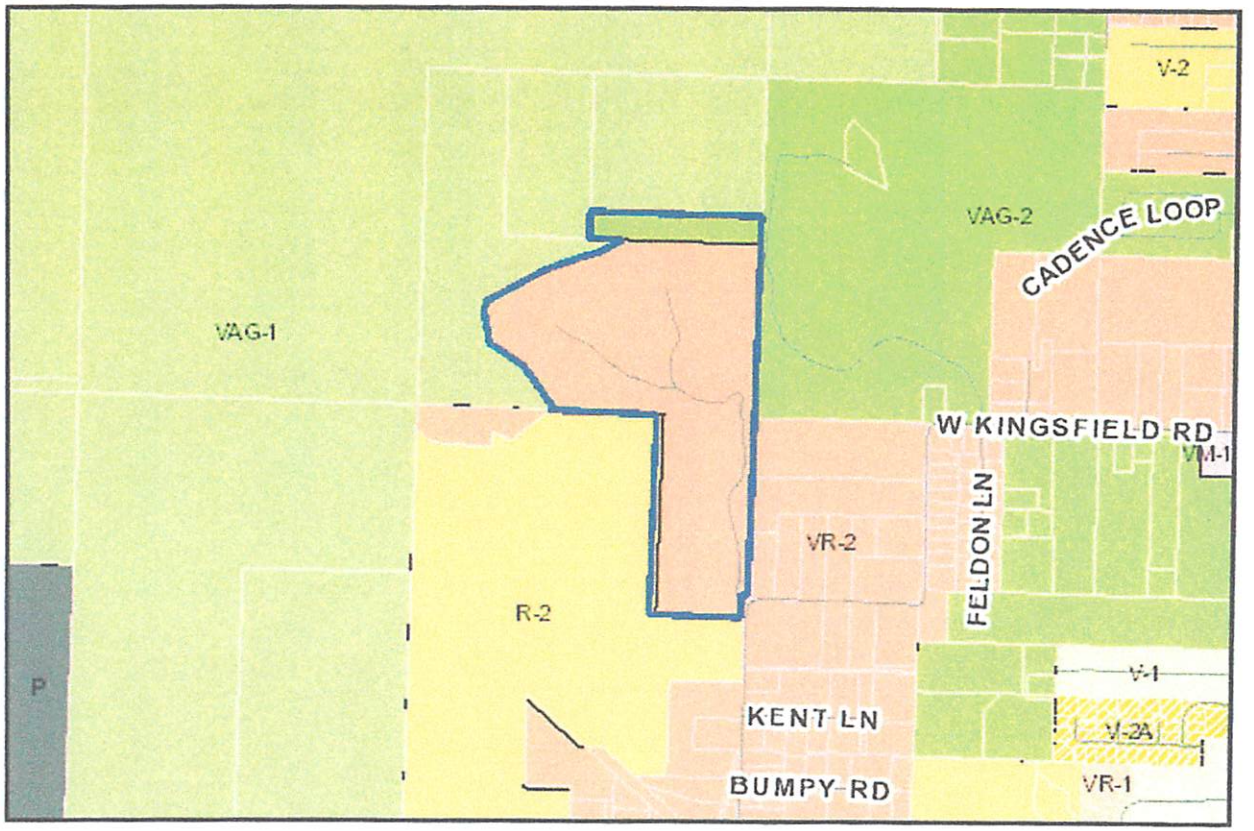

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Escambia County, FL

Parcel Report

Sunday, September 22, 2019

Reference
21-1N-31-4301-000-000

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Owner Mailing Address
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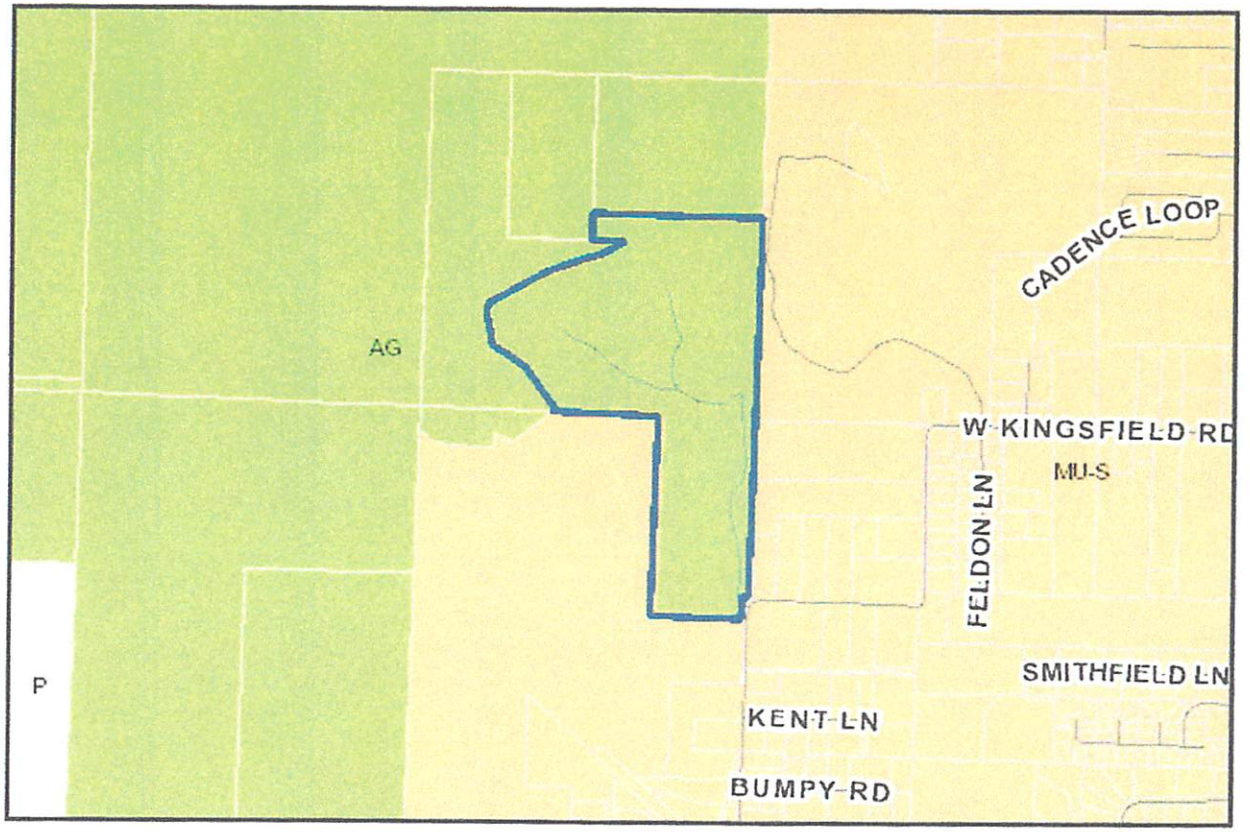
CANTONMENT, FL 32533



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Link	http://www.escpa.org/cama/Detail_a.aspx?s=211N314301000000		

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Sec. 3-2.5 - Low density residential district (LDR).

(a) *Purpose.* The low density residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the rural residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) *Permitted uses.* Permitted uses within the LDR district are limited to the following:

(1) *Residential.*

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multifamily dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) *Retail sales.* No retail sales.

(3) *Retail services.* No retail services.

(4) *Public and civic.*

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated equines kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture.

See also conditional uses in this district.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the LDR district:

(1) *Residential.*

a. Accessory dwellings on lots less than two acres.

b. Home occupations with non-resident employees.

(2) *Public and civic.*

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

e. Places of worship.

f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(3) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(4) *Agricultural and related.* Horses and other domesticated equines kept on site, and stables for such animals, as a private residential accessory not among the permitted

uses of the district, or for public riding on land zoned SDD prior to adoption of LDR zoning. A minimum lot area of two acres if accessory to a private residential use and a minimum ten acres if for public riding, with a maximum of one animal per acre for either use.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the LDR district:

(1) *Density.* A maximum density of four dwelling units per acre.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 for all uses.

(3) *Structure height.* A maximum structure height of 45 feet. See height definition.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 60 feet at the right-of-way.

(6) *Lot coverage.* Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty-five feet in the front and rear.

b. *Sides.* On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) *Other requirements.*

a. *Horse shelters.* Stables or other structures for sheltering horses or other domesticated equines shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All nonresidential uses within the LDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.

(f) *Rezoning to LDR.* Low density residential zoning may be established only within the mixed-use suburban (MU-S) future land use category. The district is suitable for suburban areas with or without central water and sewer. The district is appropriate to provide transitions between areas zoned or used for rural residential or rural mixed-use and areas zoned or used for low density mixed-use or medium density residential.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-32, § 1, 8-20-2015; Ord. No. 2015-44, § 1, 10-8-2015; Ord. No. 2015-51, § 1, 11-5-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-20, § 1, 4-6-2017; Ord. No. 2019-18, § 3, 4-4-2019)

Both DSAPs have been divided into planning sub-areas; each of which has been assigned a specific land use and development program within the accompanying development program spreadsheets. Each Regional Employment, Town, Village and Neighborhood Center District was assigned a non-residential development program based on their proportionate share of the overall sector plan's maximum non-residential square footage for such land use; and were guided by the adopted sector plan policies (FLU 5.2.1 and FLU 5.5.1). Where applicable, the development program for these districts also includes the targeted residential density and units allowed by the adopted sector plan policies. ~~No changes to the adopted land use mix for these areas have been proposed.~~

Areas designated as strictly residential neighborhoods were sub-divided into four districts: Traditional Village, Traditional Garden, Suburban Garden and Conservation N eighborhood. Each of these districts was then assigned maximum, minimum and median or "target" densities based upon adopted sector plan policies (FLU 5.5.2). Development programs for each of the residential planning areas were calculated utilizing the aforementioned districts' respective density range and acreage.

Section 2.02 Development Program

ESCAMBIA COUNTY - JACKS BRANCH DSAP / DEVELOPMENT PROGRAM CALCULATIONS

LAND USE		DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS			MAX. NON-RES. SQ. FT.
						LOW	*MEDIUM*	*HIGH*	
Conservation Neighborhood		2,565.6	0.1	1	3	256	2,565	7,696	0
Suburban Garden		1,422.9	3	5	10	4,268	7,114	14,228	0
Traditional	Garden	454.6	5	7	15	2,273	3,182	6,819	0
	Village	155.2	7	12	20	1,086	1,862	3,104	0
Village Center*		40.0	7	15	25	84	180	300	200,000
Town Center **		300.0	10	15	25	1,200	1,800	3,000	1,200,000
Regional Employment District***		283.2	10	15	20	141	212	283	2,500,000
Neighborhood Center		10.2	5	5	5	50	50	50	30,000
Utility		0.0	0	0	0	0	0	0	0
TOTALS:		5,231.7				9,358	16,965	35,480	3,930,000

* Density assumptions in the Village Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of developable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE 1: *Differences in the total units from that in the detailed density chart are due to rounding.*

NOTE 2: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - MUSCOGEE DSAP / DEVELOPMENT PROGRAM CALCULATIONS

LAND USE		DEV. ACRES	LOW DEN.	MED. DEN.	HIGH DEN.	UNITS			MAX. NON-RES. SQ. FT.
						LOW	*MEDIUM*	*HIGH*	
Conservation Neighborhood		1,289.9	0.1	1	3	128	1,289	3,869	0
Suburban Garden		347.8	3	5	10	1,043	1,738	3,477	0
Traditional	Garden	140.3	5	7	15	701	981	2,103	0
	Village	92.9	7	12	20	649	1,114	1,857	0
Village Center*		44.2	7	15	25	92	198	331	200,000
Town Center **		0.0	10	15	25	0	0	0	0
Regional Employment District***		1,455.0	10	15	20	727	1,091	1,455	8,000,000
Neighborhood Center		10.0	5	5	5	50	50	50	30,000
Utility		0.1	0	0	0	0	0	0	0
TOTALS:		3,380.1				3,390	6,461	13,142	8,230,000

* Density assumptions in the Village Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of developable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE 1: *Differences in the total units from that in the detailed density chart are due to rounding.*

NOTE 2: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - JACKS BRANCH DSAP / DEVELOPMENT PROGRAM CALCULATIONS

PARCEL NUMBER	RESIDENTIAL LAND USE	DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS		
						LOW	MID	HIGH
JB-1	Conservation Neighborhood	190.5	0.1	1	3	19	190	571
JB-2	Conservation Neighborhood	94.9	0.1	1	3	9	94	284
JB-3	Suburban Garden	62.5	3	5	10	187	312	624
JB-4	Suburban Garden	29.8	3	5	10	89	149	298
JB-5	Suburban Garden	12.1	3	5	10	36	60	120
JB-6	Suburban Garden	11.6	3	5	10	34	57	115
JB-7	Traditional Garden	6.8	5	7	15	34	47	102
JB-8	Conservation Neighborhood	178.9	0.1	1	3	17	178	536
JB-9	Conservation Neighborhood	79.7	0.1	1	3	7	79	239
JB-10	Suburban Garden	65.3	3	5	10	195	326	652
JB-11	Conservation Neighborhood	60.7	0.1	1	3	6	60	181
JB-12	Conservation Neighborhood	83.2	0.1	1	3	8	83	249
JB-13	Conservation Neighborhood	10.2	0.1	1	3	1	10	30
JB-14	Conservation Neighborhood	276.7	0.1	1	3	27	276	830
JB-15	Suburban Garden	57.0	3	5	10	171	285	570
JB-16	Suburban Garden	25.3	3	5	10	75	126	253
JB-17	Suburban Garden	3.5	3	5	10	10	17	34
JB-18	Neighborhood Center	5.0	5	5	5	25	25	25
JB-19	Suburban Garden	5.9	3	5	10	17	29	58
JB-20	Suburban Garden	8.5	3	5	10	25	42	84
JB-21	Suburban Garden	114.1	3	5	10	342	570	1,140
JB-22	Conservation Neighborhood	139.5	0.1	1	3	13	139	418
JB-23	Suburban Garden	38.2	3	5	10	114	190	381
JB-24	Suburban Garden	74.6	3	5	10	223	372	745
JB-25	Suburban Garden	26.4	3	5	10	79	131	263
JB-26	Traditional Garden	58.1	5	7	15	290	406	871
JB-27	Village Center*	40.0	7	15	25	84	180	300
JB-28	Traditional Garden	31.8	5	7	15	159	222	477
JB-29	Conservation Neighborhood	279.9	0.1	1	3	27	279	839
JB-30	Conservation Neighborhood	301.3	0.1	1	3	30	301	903
JB-31	Suburban Garden	73.6	3	5	10	220	367	735
JB-32	Suburban Garden	61.4	3	5	10	184	307	614
JB-33	Suburban Garden	74.9	3	5	10	224	374	748
JB-34	Traditional Garden	23.7	5	7	15	118	166	355
JB-35	Suburban Garden	36.3	3	5	10	108	181	362
JB-36	Suburban Garden	38.4	3	5	10	115	192	384
JB-37	Conservation Neighborhood	94.7	0.1	1	3	9	94	283
JB-38	Conservation Neighborhood	68.7	0.1	1	3	6	68	206
JB-39	Suburban Garden	57.4	3	5	10	172	286	573
JB-40	Traditional Garden	63.2	5	7	15	316	442	948
JB-41	Traditional Village	99.5	7	12	20	696	1,194	1,990
JB-42	Suburban Garden	36.0	3	5	10	108	180	360
JB-43	Suburban Garden	104.7	3	5	10	314	523	1,046
JB-44	Suburban Garden	2.3	3	5	10	6	11	22
JB-45	Regional Employment***	6.5	10	15	20	3	4	6
JB-46	Regional Employment***	71.9	10	15	20	35	53	71
JB-47	Regional Employment***	124.3	10	15	20	62	93	124
JB-48	Regional Employment***	80.4	10	15	20	40	60	80
JB-49	Neighborhood Center	5.1	5	5	5	25	25	25
JB-50	Conservation Neighborhood	5.0	0.1	1	3	0	5	15
JB-51	Conservation Neighborhood	238.9	0.1	1	3	23	238	716
JB-52	Conservation Neighborhood	342.9	0.1	1	3	34	342	1,028
JB-53	Conservation Neighborhood	38.3	0.1	1	3	3	38	114
JB-54	Conservation Neighborhood	2.7	0.1	1	3	0	2	8
JB-55	Suburban Garden	42.4	3	5	10	127	211	423
JB-56	Suburban Garden	64.7	3	5	10	193	323	646
JB-57	Suburban Garden	77.8	3	5	10	233	388	777
JB-58	Traditional Garden	61.2	5	7	15	305	428	917
JB-59	Traditional Garden	21.2	5	7	15	105	148	317
JB-60	Town Center**	190.2	10	15	25	760	1,141	1,901
JB-61	Traditional Garden	13.6	5	7	15	67	95	203
JB-62	Town Center**	32.0	10	15	25	128	192	320
JB-63	Town Center**	77.8	10	15	25	311	466	778
JB-64	Suburban Garden	72.5	3	5	10	217	362	724
JB-65	Conservation Neighborhood	79.2	0.1	1	3	7	79	237
JB-66	Suburban Garden	17.6	3	5	10	52	87	175
JB-67	Suburban Garden	8.3	3	5	10	24	41	82
JB-68	Suburban Garden	16.3	3	5	10	48	81	162
JB-69	Traditional Village	27.2	7	12	20	190	326	543
JB-70	Traditional Village	28.5	7	12	20	199	342	570
JB-71	Suburban Garden	75.3	3	5	10	225	376	753
JB-72	Traditional Garden	105.5	5	7	15	527	738	1,582
JB-73	Traditional Garden	58.9	5	7	15	294	412	883
JB-74	Traditional Garden	10.6	5	7	15	52	74	158
JB-75	Suburban Garden	28.9	3	5	10	86	144	288
	TOTALS:	5,231.7				9,324	16,934	35,444

* Density assumptions in the Venter Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of developable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - MUSCOGEE DSAP / DEVELOPMENT PROGRAM CALCULATIONS

PARCEL NUMBER	RESIDENTIAL LAND USE	DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS		
						LOW	MID	HIGH
M-1	Conservation Neighborhood	147.4	0.1	1	3	14	147	442
M-2	Suburban Garden	71.0	3	5	10	212	354	709
M-3	Suburban Garden	19.8	3	5	10	59	99	198
M-4	Traditional Village	11.5	7	12	20	80	137	229
M-5	Traditional Village	10.1	7	12	20	70	120	201
M-6	Traditional Garden	65.7	5	7	15	328	459	984
M-7	Suburban Garden	84.0	3	5	10	252	420	840
M-8	Traditional Garden	44.1	5	7	15	220	308	661
M-9	Traditional Village	39.0	7	12	20	272	467	779
M-10	Village Center*	8.5	7	15	25	17	38	63
M-11	Village Center*	35.6	7	15	25	74	160	267
M-12	Traditional Village	32.4	7	12	20	226	388	647
M-13	Suburban Garden	33.3	3	5	10	99	166	333
M-14	Suburban Garden	3.5	3	5	10	10	17	34
M-15	Conservation Neighborhood	180.3	0.1	1	3	18	180	540
M-16	Utility	0.1	0	0	0	0	0	0
M-17	Suburban Garden	20.9	3	5	10	62	104	208
M-18	Suburban Garden	18.6	3	5	10	55	93	186
M-19	Conservation Neighborhood	7.5	0.1	1	3	0	7	22
M-20	Conservation Neighborhood	214.2	0.1	1	3	21	214	642
M-21	Suburban Garden	82.8	3	5	10	248	414	828
M-22	Traditional Garden	30.5	5	7	15	152	213	457
M-23	Neighborhood Center	5.0	5	5	5	25	25	25
M-24	Conservation Neighborhood	26.3	0.1	1	3	2	26	78
M-25	Conservation Neighborhood	95.1	0.1	1	3	9	95	285
M-26	Conservation Neighborhood	60.8	0.1	1	3	6	60	182
M-27	Conservation Neighborhood	105.0	0.1	1	3	10	104	314
M-28	Regional Employment***	44.8	10	15	20	22	33	44
M-29	Regional Employment***	265.3	10	15	20	132	198	265
M-30	Regional Employment***	28.6	10	15	20	14	21	28
M-31	Regional Employment***	19.1	10	15	20	9	14	19
M-32	Regional Employment***	33.3	10	15	20	16	24	33
M-33	Neighborhood Center	5.0	5	5	5	24	24	24
M-34	Regional Employment***	8.0	10	15	20	3	5	7
M-35	Regional Employment***	48.2	10	15	20	24	36	48
M-36	Regional Employment***	33.1	10	15	20	16	24	33
M-37	Regional Employment***	71.7	10	15	20	35	53	71
M-38	Regional Employment***	5.6	10	15	20	2	4	5
M-39	Regional Employment***	93.6	10	15	20	46	70	93
M-40	Regional Employment***	4.8	10	15	20	2	3	4
M-41	Regional Employment***	13.8	10	15	20	6	10	13
M-42	Regional Employment***	187.8	10	15	20	93	140	187
M-43	Regional Employment***	23.3	10	15	20	11	17	23
M-44	Regional Employment***	83.5	10	15	20	41	62	83
M-45	Suburban Garden	13.9	3	5	10	41	69	138
M-46	Regional Employment***	1.5	10	15	20	0	1	1
M-47	Regional Employment***	129.8	10	15	20	64	97	129
M-48	Regional Employment***	35.4	10	15	20	17	26	35
M-49	Regional Employment***	311.8	10	15	20	155	233	311
M-50	Regional Employment***	10.5	10	15	20	5	7	10
M-51	Regional Employment***	1.8	10	15	20	0	1	1
M-52	Conservation Neighborhood	46.1	0.1	1	3	4	46	138
M-53	Conservation Neighborhood	17.2	0.1	1	3	1	17	51
M-54	Conservation Neighborhood	33.7	0.1	1	3	3	33	101
M-55	Conservation Neighborhood	35.2	0.1	1	3	3	35	105
M-56	Conservation Neighborhood	73.3	0.1	1	3	7	73	219
M-57	Conservation Neighborhood	247.8	0.1	1	3	24	247	743
	TOTALS:	3,380.1				3,361	6,438	13,116

* Density assumptions in the Venter Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of developable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

Escambia County, FL - Address Search

2025 KINGSFIELD RD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	2025 KINGSFIELD RD
Parcel Ref (link to Property Appraiser):	21-1N-31-4301-000-000
Tax Collector ID (link to Tax Collector):	114180000
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	FARM HILLS UTILITIES, INC.
Elementary School Zone:	Kingsfield (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	21
Polling Place:	International Paper (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	46

Emergency Management Report

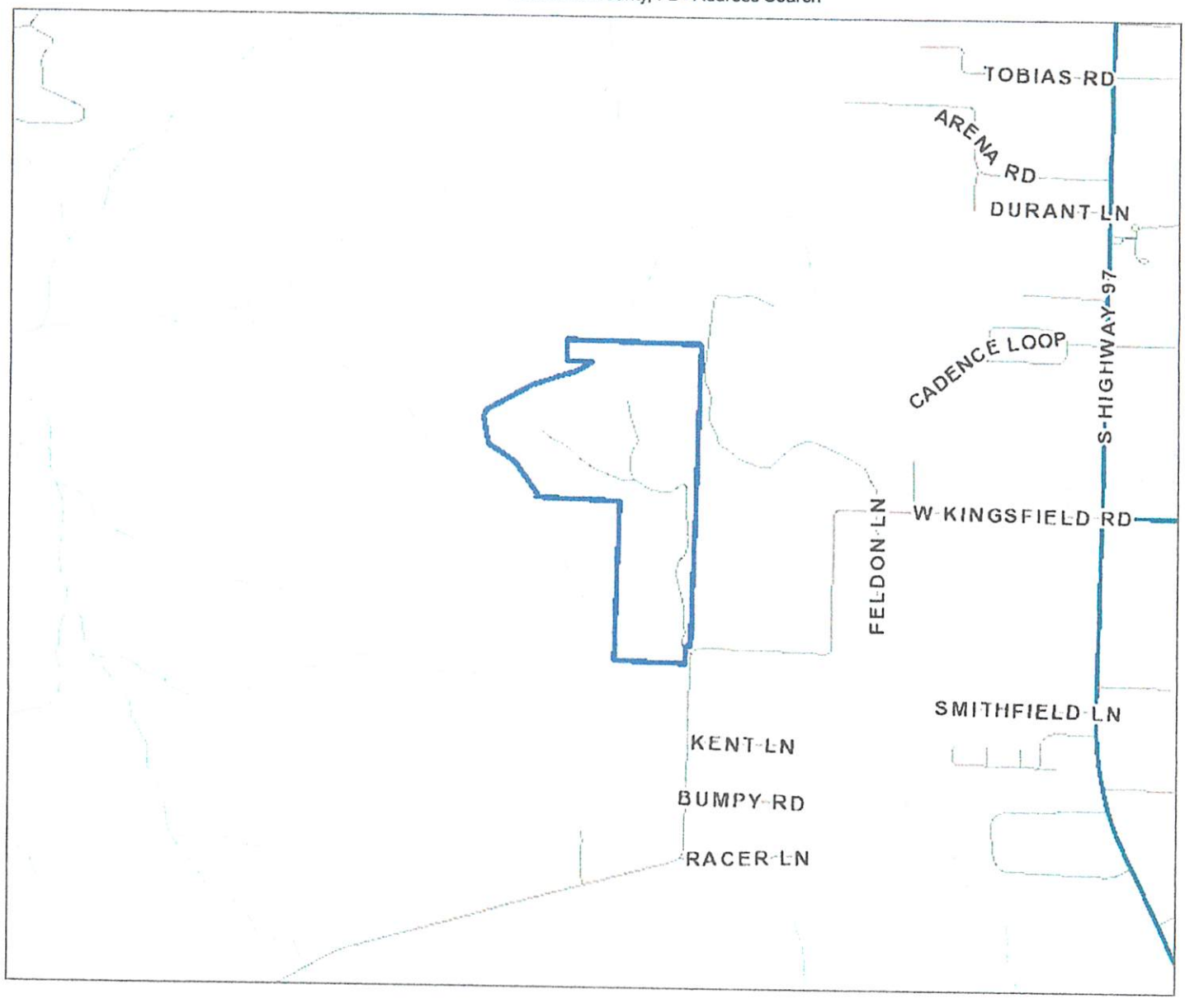
Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	A,X
DFIRM Panel:	12033C0280G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	BEULAH - 2,CANTONMENT - 4

Wetlands Attribute (not an official wetland determination):	PFO1C
Soils Map Unit Name:	DOROVAN AND MUCKALEE SOILS, FREQUENTLY FLOODED,TROUT-POARCH COMPLEX, 5 TO 8 PERCENT SLOPES,MALBIS SANDY LOAM, 0 TO 2 PERCENT SLOPES,PELHAM LOAMY SAND,TROUT-POARCH COMPLEX, 2 TO 5 PERECNT SLOPES,BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES,TROUP SAND, 0 TO 5 PERCENT SLOPES,PELHAM LOAMY SAND,BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	PERDIDO RIVER SOUTH
Drainage Basin Number:	XV

Zoning:	MDR,LDR
Future Land Use 2030:	AG,MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No

CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	Wetland,Conservation Neighborhood
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image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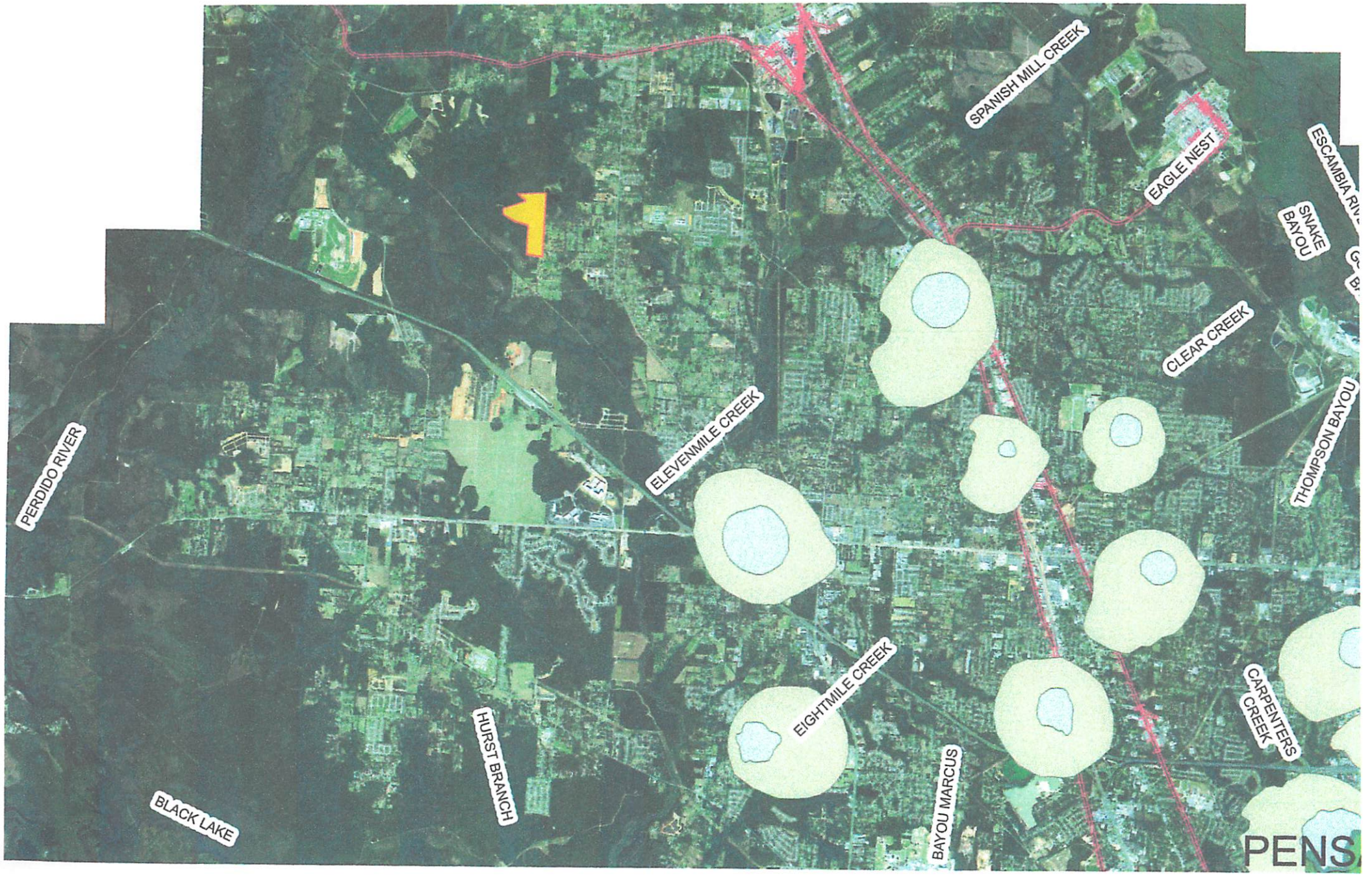
ARENA RD
DURANT LN
S HIGHWAY 97
CADENCE LOOP
W KINGSFIELD RD
FELDON LN
SMITHFIELD LN
KENT LN
BUMPY RD
RACER LN


SPANISH MILL CREEK
EAGLE NEST
ESCAMBIA RIV
SNAKE BAYOU
CLEAR CREEK
THOMPSON BAYOU
PERDIDO RIVER
ELEVENMILE CREEK
EIGHTMILE CREEK
CARPENTERS CREEK
HURST BRANCH
BAYOU MARCUS
BLACK LAKE
PENS

Google Maps Westmark: 2025 W Kingsfield



Imagery ©2017 Google, Map data ©2017 Google 20 ft

51 5-16-2017

ORDINANCE NUMBER 2017-14

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 7, LDC AND COMPREHENSIVE PLAN AMENDMENT, CREATING SECTION 2-7.4 APPLICATIONS FOR OPTING-OUT OF THE MID-WEST ESCAMBIA COUNTY SECTOR PLAN; ESTABLISHING CRITERIA FOR REVIEW AND PROCEDURES FOR PROCESSING APPLICATIONS TO ADDRESS REQUESTS TO OPT-OUT OF THE MID-WEST ESCAMBIA COUNTY SECTOR PLAN, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Escambia County Board of County Commissioners further finds that including the Opt-Out request review criteria in the Land Development Code promotes the efficient regulation of land use; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Article 7, LDC and Comprehensive Plan Amendment is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 2-7.4 Applications for Opting-Out of the Mid-West Escambia County Sector Plan

(a) **General.** All applications requesting that any parcel be allowed to Opt-out of the Mid-West Escambia County Sector Plan shall address the following criteria:

1. All standard Comprehensive Plan map amendment criteria;

2. Comprehensive Plan requirement for changes to an existing DSAP;

3. The size of the subject parcel in relation to the individual DSAP land use category and in relation to the overall Sector Plan, to specifically include the aggregate acreage of any previously granted opt-outs;

4. The existing transportation infrastructure and any impact the proposed opt-out may have on the capacity of that infrastructure;

5. The underlying existing zoning category and its compatibility with surrounding DSAP land use designations;

6. The consistency of the requested future land use designation with the underlying zoning; and

7. The previous future land use designation.

(b) Staff review. Applications requesting to opt out of the Mid-West Escambia County Sector Plan must be reviewed by Development Services Staff and presented to the Local Planning Agency who will forward a recommendation for action to the Board of County Commissioners. To the extent possible, the staff analysis and the reviewing bodies shall consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request

Section 2. Severability.

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

Section3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name: OSP 2019-02

Location: 2025 Kingsfield Road

Parcel #s: 21-1N-31-4301-000-000

Acreage: 84.10 (+/-) acres

Request: Opt-out of the Sector Plan and assign Future Land Use category

Current Zoning: Low Density Residential district (LDR)

Future Land Use Requested: Mixed Use Suburban (MU-S)

DSAP Land Use: Conservation Neighborhood

Applicant: Frank and Elizabeth J. Westmark

Meeting Dates: Planning Board: March 3, 2020

BCC: April 2, 2020

Site Description and Summary of Proposed Amendment:

The applicant is requesting to remove the parcel from the adopted Escambia County Mid-West Sector Plan (SP), Muscogee Detailed Specific Area Plan (DSAP). The subject parcel is located on the south-eastern perimeter boundary of the SP, off Kingsfield Road.

Based on the public records of Escambia County, the Escambia County Property Appraiser, there is a single-family residence on-site. The current underlying zoning for the parcel is LDR, with a maximum residential development allowance of 4 du/acre.

A rezoning request for the parcel was approved on 2 May 2019 by the BOCC changing the zoning district from Agriculture to Low-Density Residential.

The applicant is also requesting that the BOCC assigns a **Future Land Use (FLU) category of MU-S**. The applicant stated that there is no immediate proposed development for the site.

The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the *Conservation Neighborhood* designation, with a maximum residential development allowance of 3 du/acre.

Standard Map Amendment Criteria

1. Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

A. Sanitary Sewer Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

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

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

C. Potable Water Service

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

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

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: Based on the applicant's analysis document there is no development proposed for the parcel at this time. Based on the public records of Escambia County, the water franchise is Farm Hills Utilities, Inc. Once a project is proposed and an application submitted to the County, such proposal must identify the providers for sanitary sewer, waste disposal. Any development request will be reviewed and must receive approval thru the Site Plan Review process.

D. Stormwater Management.

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: There is no proposed development at this time, however, the applicant has acknowledged the requirements for stormwater management. The applicant

understands that separate requirements and permitting thru other state agencies such as the Northwest Florida Water Management District may be required. Once a development is proposed, the project will be reviewed and must receive approval thru the Site Plan Review process.

E. Traffic-Streets and Access.

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

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

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

Analysis: The application stated that there is no proposed development for the property at this time. Any future development proposed on this parcel will require formal submittal, review and approval thru the Site Plan Review process.

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Open space is a development principle in the Sector Plan. Open space plays an integral role in all neighborhoods, both as a recreation opportunity as well as organizing elements and focal points for the communities. At the current time there is no proposed development for these parcels, however in the future any development must go through the Development Review process and meet all standards for Recreation and Open Space.

G. Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County,*

the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.

Analysis: To maintain cooperative relationships with the School Board and municipalities and implement joint planning processes to coordinate land use planning with school facility planning. The Escambia County School District staff is part of the reviewing process for the County. Based on the public records of Escambia County, Kingsfield, Ransom and Tate are the servicing schools. Once a project is proposed and application submitted to the County, the plan must be reviewed and approved thru the Site Plan Review process.

2. Impact on Natural Resources

A. Wellheads.

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

Analysis: Based on the existing Geographical Information Systems layer, the subject parcel does not appear to be located in a wellhead protection area. The requirements for wellhead protection areas will again be addressed at the time of specific project submittal thru the Development Review process; further permitting from outside agencies may be required.

B. Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant did not provide any documentation of a request made to or response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded resources within the parcel. Development of the site remains subject to LDC provisions in Chapter 4, Article 6, Historical and Archeological Resources, requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed. Once a project is proposed and application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

C. Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC)*

LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP CON 1.5.4 Extraction and Reclamation Review. *Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: A general delineation of existing wetlands was part of the original design of the Sector Plan addressed in the Mid-West Escambia Sector Plan, DSAP document, Section **5.02 Ecological Communities.** Once a project is proposed and application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

3. Comprehensive Plan requirements for changes to an existing DSAP.

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP describes the Comprehensive Plan requirements for changing the DSAP.

V. Changes to an Existing DSAP

Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines

outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis of impacts- Components of the SP include aspects such as community design, environmental analysis, transportation guidance and economic development principles. The Final Land Use map, (Figure 2.01.A), Attachment A, identifies the overall boundaries of the SP, the distribution, extent and location of land uses. The Land Use Plan and Development Program provide specific growth data with development program calculations and assigning permissible densities and intensities for the various uses. The type of development (land use plan), and corresponding densities were assigned based on the proportionate share of the overall SP.

Section 2.02 Development Program of the SP illustrates the development calculations by individual DSAP allowances. The total developable land under the Jacks Branch DSAP, located in the Northern section of the SP, is approximately 5,231.70 acres. Under the Muscogee Branch DSAP, located in the southern section of the SP, the total developable land is approximately 3,380.10 acres. Both branches are clearly identified in Figure 2.01.A. Attachment A.

The parcel is in the Southeast area of the Muscogee DSAP, accessible via Kingsfield Road. General analysis of the surrounding area under the DSAP Land Use Plan assigns predominantly low-level residential uses, Conservation Neighborhood as the primary categories. The proposed removal will not create a fragmented DSAP.

4. The parcel size in relation to the individual DSAP Land Use category and in relation to the overall Sector Plan and the aggregate acreage of any granted Opt-Outs.

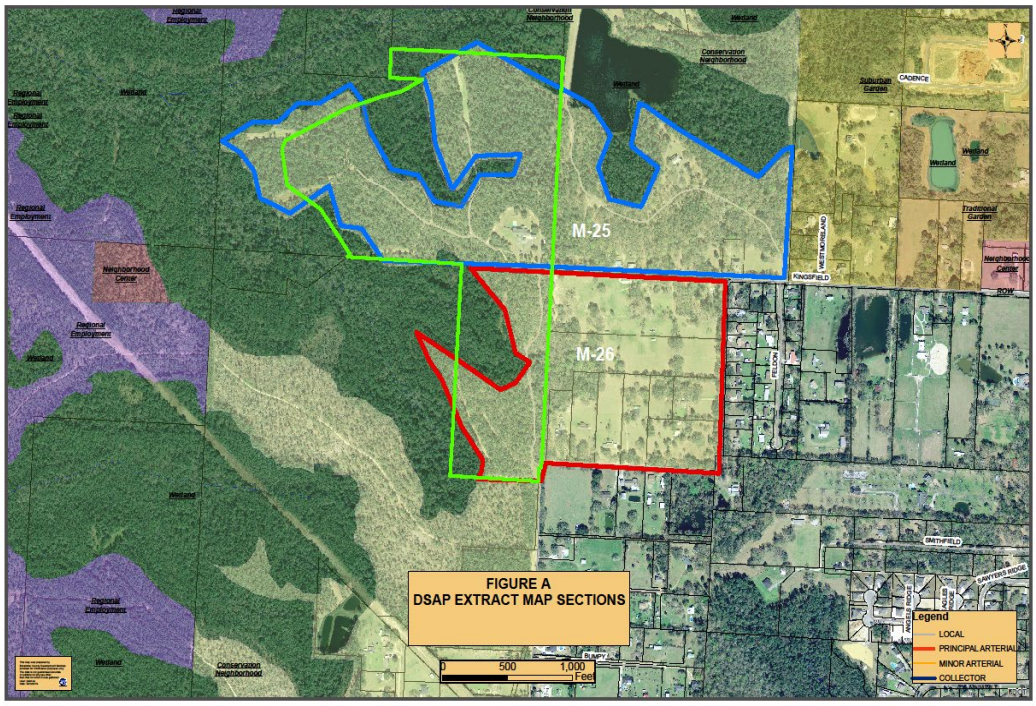
The applicant's parcel, approximately 84.10 +/- acres, is located within the Muscogee Branch DSAP and it is specifically identified in the Land Use map, Figure 2.01.A, under portions of sections **M-25** and **M-26**.

Based on staff's calculations, utilizing data from Section 2.02 of the DSAP document, the total developable acreage in the entire Sector Plan is 8,611.80 acres; the applicant's parcel represents **0.97%** of that existing developable acreage.

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Muscogee DSAP** under the Conservation Neighborhood Land Use is 1,289.90 acres. Removal of the applicant's +/- 84.10 acres will result in a decrease of **6.52% of available developable acres.**
General measurements show +/-58.2 acres of the parcel are in section M-25 and the remaining 25.9 acres are in section M-26 (Figure A).

The total developable acreage for these specific sections, is listed under the development program calculations table, (page 36 of the DSAP), as a combined 155.59

total acres, shared by five parcels included in the M-25 section and ten parcels in the M-26 section.



(FIGURE A)

The specific Muscogee DSAP Land Use for parcels in sections M-25 and M-26 is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

M-25 section total development acreage 95.1 acres-
-low density x (0.1) yielding a total density of 9 dwelling units
-medium density x (1) yielding a total density of 95 dwelling units
-high density x (3) yielding a total density of 285 dwelling units

M-26 section total development acreage 60.8 acres-
-low density x (0.1) yielding a total density of 6 dwelling units
-medium density x (1) yielding a total density of 60 dwelling units
-high density x (3) yielding a total density of 182 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

M-25 section
a. the applicant's parcel area represents 61.19% of the total developable area for this Section.
b. removal of the applicant's +/-58.20 acres from the total developable acreage for section M-25, will result in a reduction of 170.60 total dwelling units under the high-density allocation.

M-26 section

a. the applicant's parcel area represents 42.59% of the total developable area for this Section.
b. removal of the applicant's +/-25.90 acres from the total developable acreage for section M-26, will result in a reduction of 77.7 total dwelling units under the high-density allocation.

This is the **third Opting-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **115.07**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to- employed residents' ratio of **1.18**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.19.**

In order to maintain the cohesiveness of the SP, while at the same time fostering 4innovative planning and development strategies, County staff will continue to assess each request within the SP, on case by case basis, providing continuous analysis of the impact of each proposal on the Sector Plan.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2019-02, 2025 Kingsfield Road, agenda item for the Planning Board meeting scheduled for February 4, 2020. Please see the below comments.

The property in question has frontage on (CR 186) Kingfield Road. Kingsfield Road is a two-lane undivided facility without paved shoulders. The approximate pavement width for this segment of the roadway is 18 feet, with right-of-way at 30 feet. The posted speed is 35 MPH.

The County has an active project in design "Kingsfield Road Extension Project" that will reconstruct the existing roadway from Hwy 97 west to the first 90-degree curve, as well as construct a new 2-lane roadway further west to connect to the eventual Beulah Interchange Connector Project. The County is currently nearing 60% design, and in the right-of-way phase. Construction phase will follow design and right-of-way phases, once the necessary funding has been identified. The new extension roadway will run east to west through the subject property (see attached map), and the County is currently in

communications with the property owners about the right-of-way needed to accommodate the new roadway.

Per the TPO's Congestion Management Process Plan, this section of Kingsfield Road does not have a formal roadway classification; however, the County considers its function as a local collector roadway. The County performed traffic counts on this portion of W. Kingsfield Road in 2017. The daily volume was recorded as 641 near Beulah Road and 1,168 just west of Highway 97. This segment of the roadway is functioning within its allowable capacity.

6. The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).
(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.
(b) Permitted uses. Permitted uses within the LDR district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.
c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services.
(4) Public and civic.
a. Cemeteries, family only.
b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture.

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.

The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre.

7. The consistency of any requested Future Land Use designation with the underlying zoning.

The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

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

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%
In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation.

Prior to adoption of the DSAP, the FLU designation for this parcel was **Agricultural (AG).**

9. Analysis to consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption.

Prior to the adoption of the Mid-West Escambia Sector Plan, the parcel was zoned *VAG* **VAG-2, villages agriculture 2 and VR-2, villages rural residential 2,** with a FLU of **Agriculture**. Based on historical data, under the existing rural development densities (table 7-1) of the 2020 Comprehensive Plan, residential development of this parcel would have been **limited to 1 du/20 acre**.

Based on that existing data, **the residential development rights** for the parcel were in-fact **increased** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which has a designated residential development maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated by the Development Review Committee, utilizing the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan. Attachment B.

If approved, the parcel will be assigned a FLU of MU-S, as requested. Attachment C.

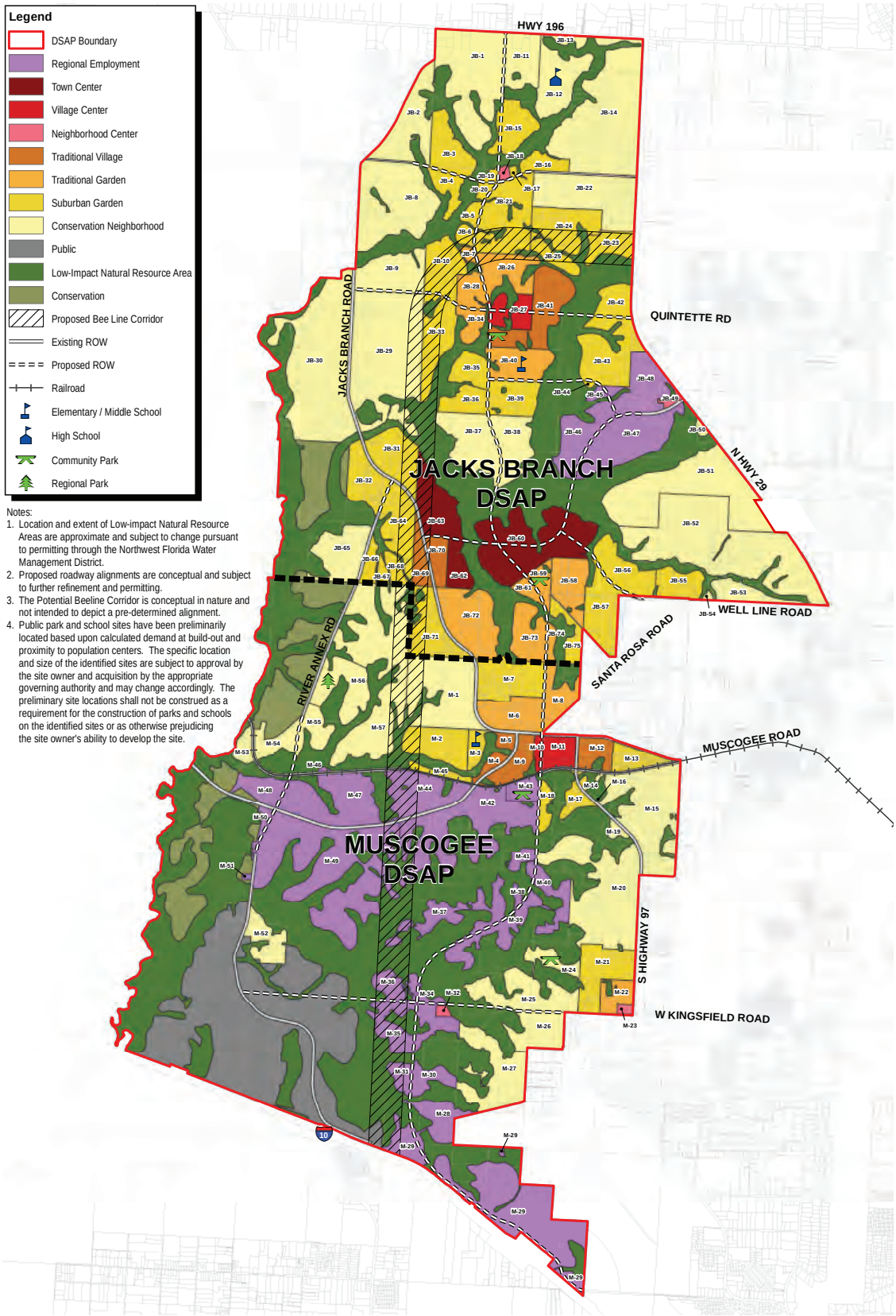


Figure 2.01.A Final Land Use Plan

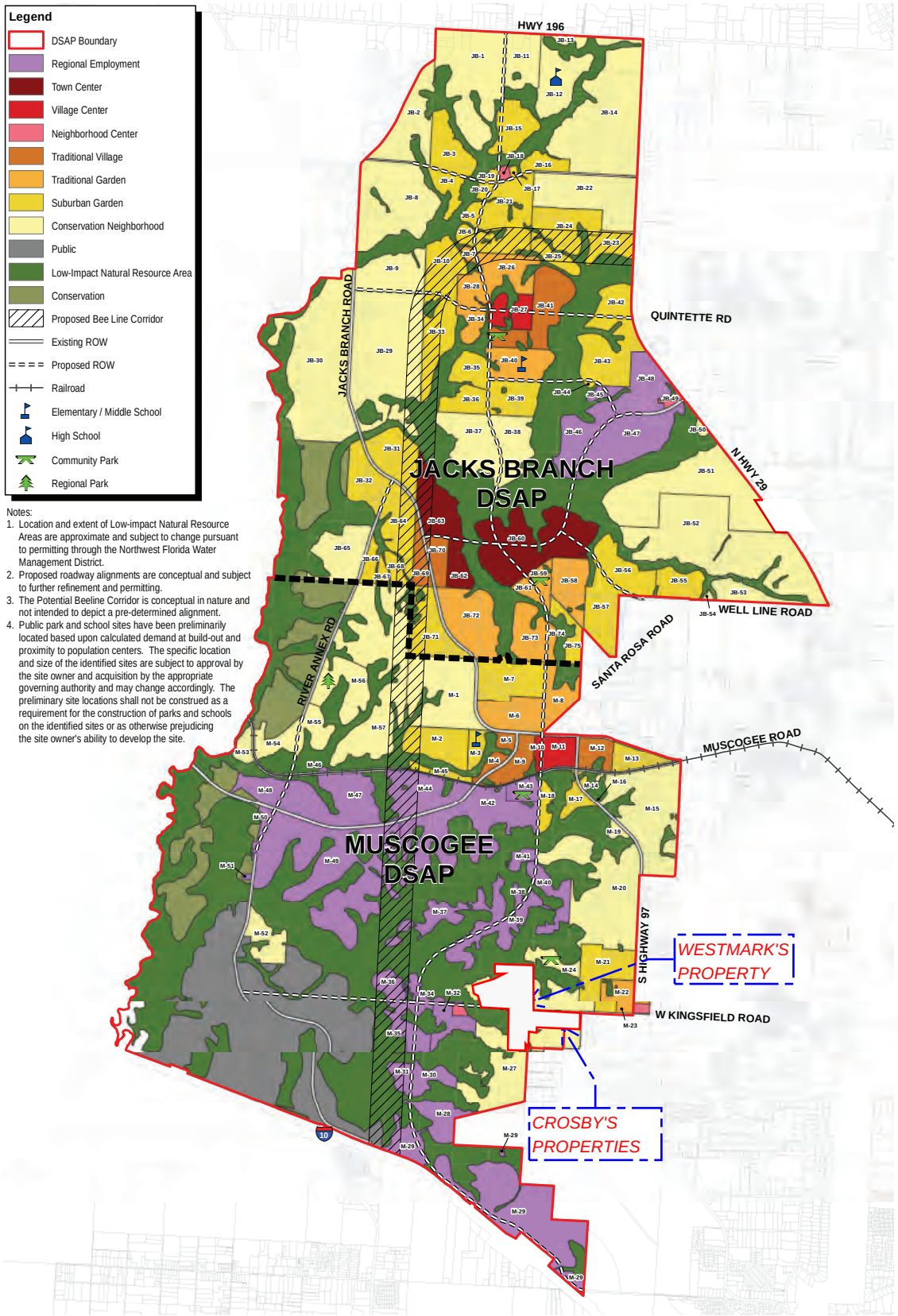
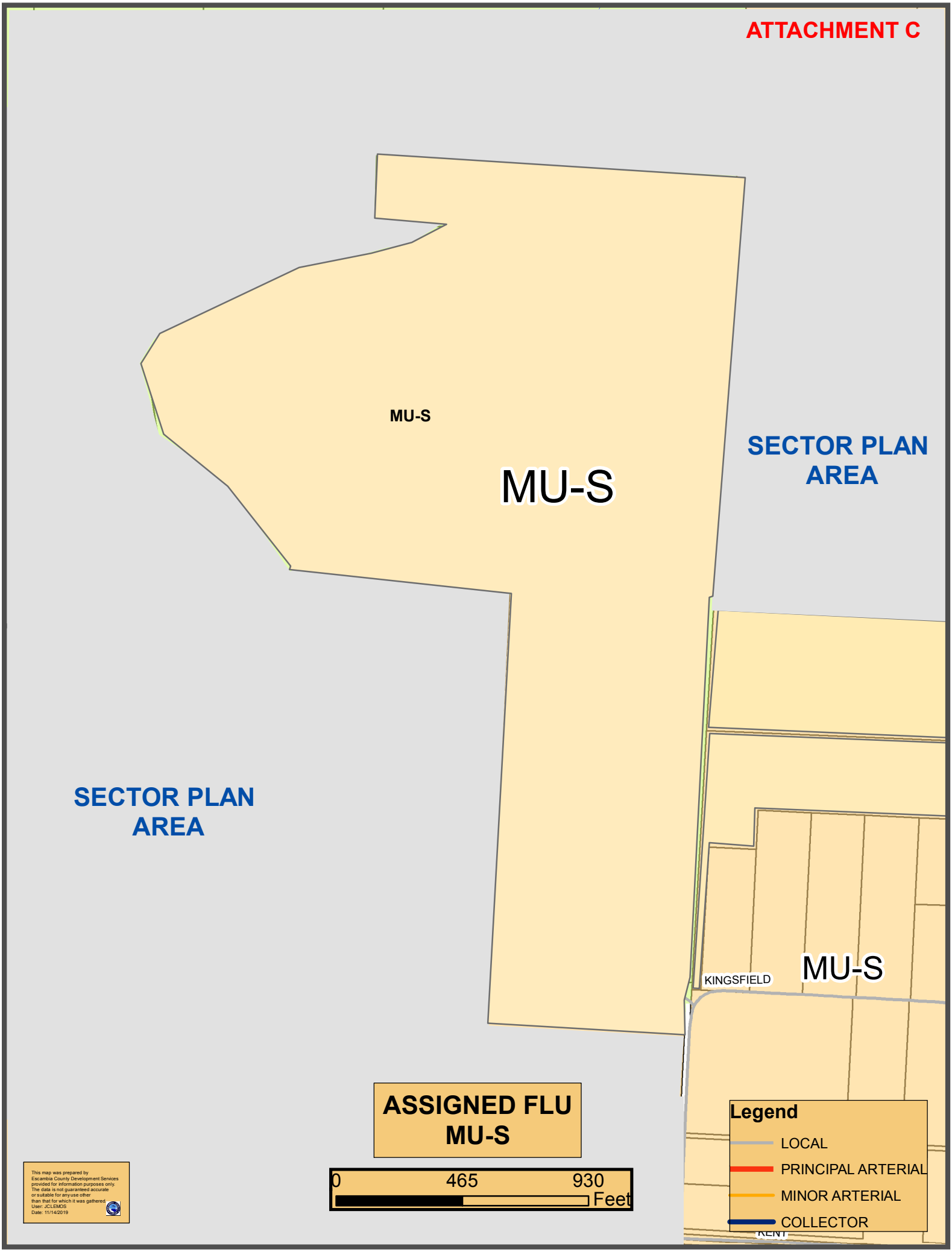


Figure 2.01.A Final Land Use Plan

ATTACHMENT C



ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING A PARCEL WITHIN SECTION 21, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 4301-000-000 TOTALING 84.10 (+/-) ACRES, LOCATED NORTH OF KINGSFIELD ROAD, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO A PARCEL WITHIN SECTION 21, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 4301-000-000 TOTALING 84.10 (+/-) ACRES, OF MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

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

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

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

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

DRAFT

Section 1. Purpose and Intent

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

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-02."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A) as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> A parcel within Section 21, Township 1N, Range 31W, parcel number 4301-000-000 and totaling 84.10 (+/-) acres, located North of Kingsfield Road.

The amended Final Land Use Plan Map boundary is reflected in Attachment “B.”

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-02."

Section 5. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 21, Township 1N, Range 31W, parcel number 4301-000-000 and totaling 84.10 (+/-) acres, located North of Kingsfield Road, included as Attachment C, **assigning a FLU of Mixed-Use Suburban (MU-S).**

Section 6. Severability

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

Section 7. Effective Date

DRAFT

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

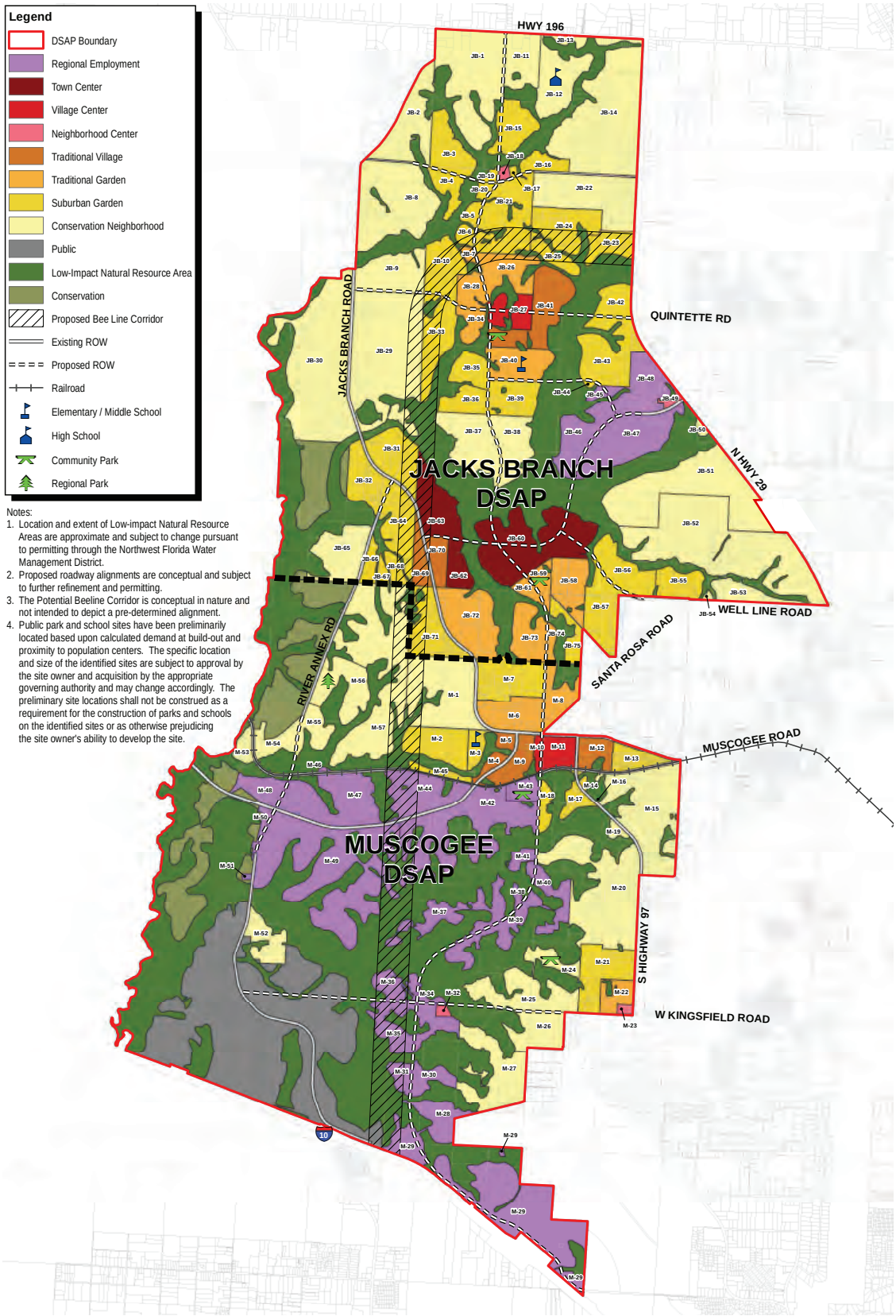


Figure 2.01.A Final Land Use Plan

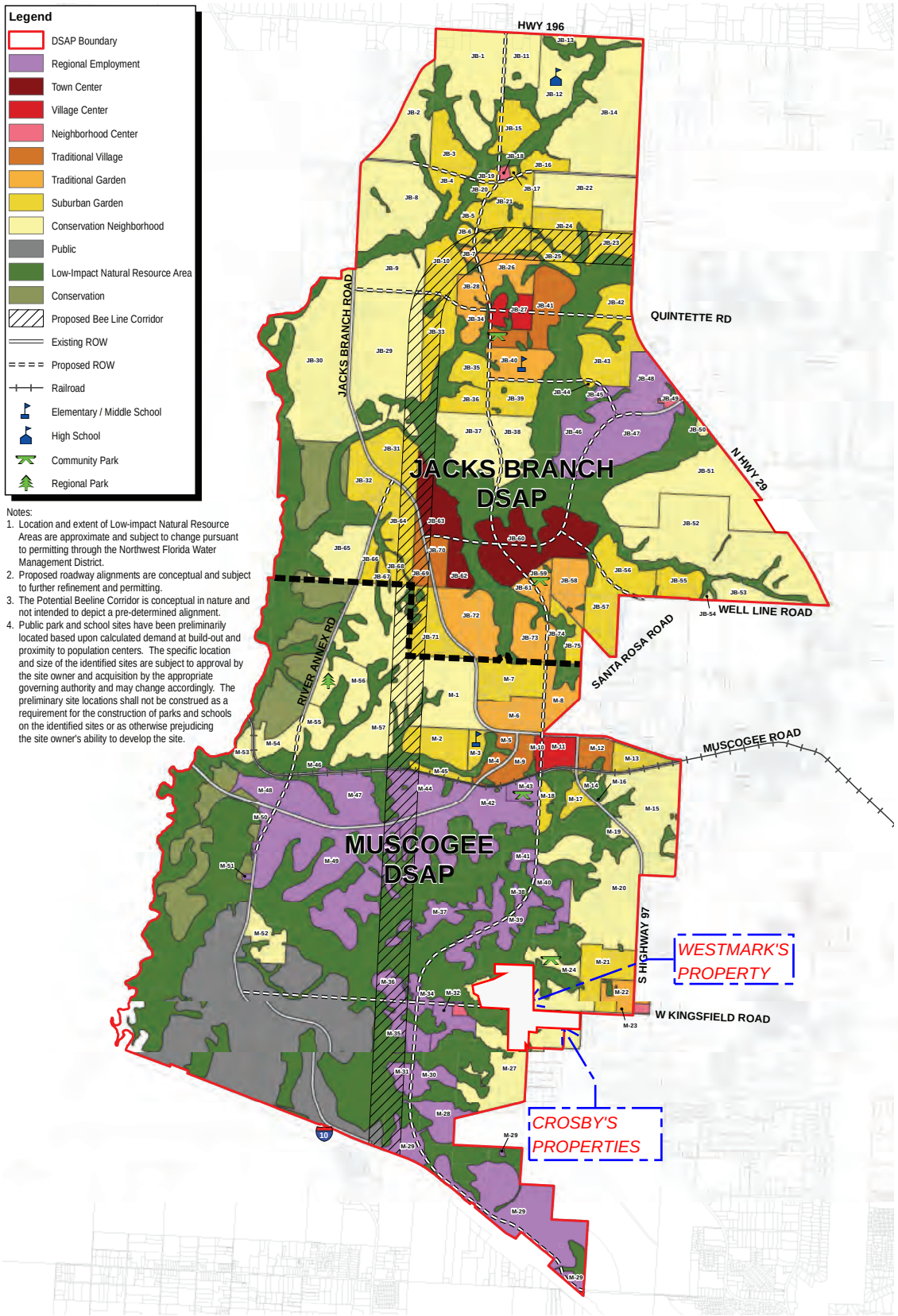
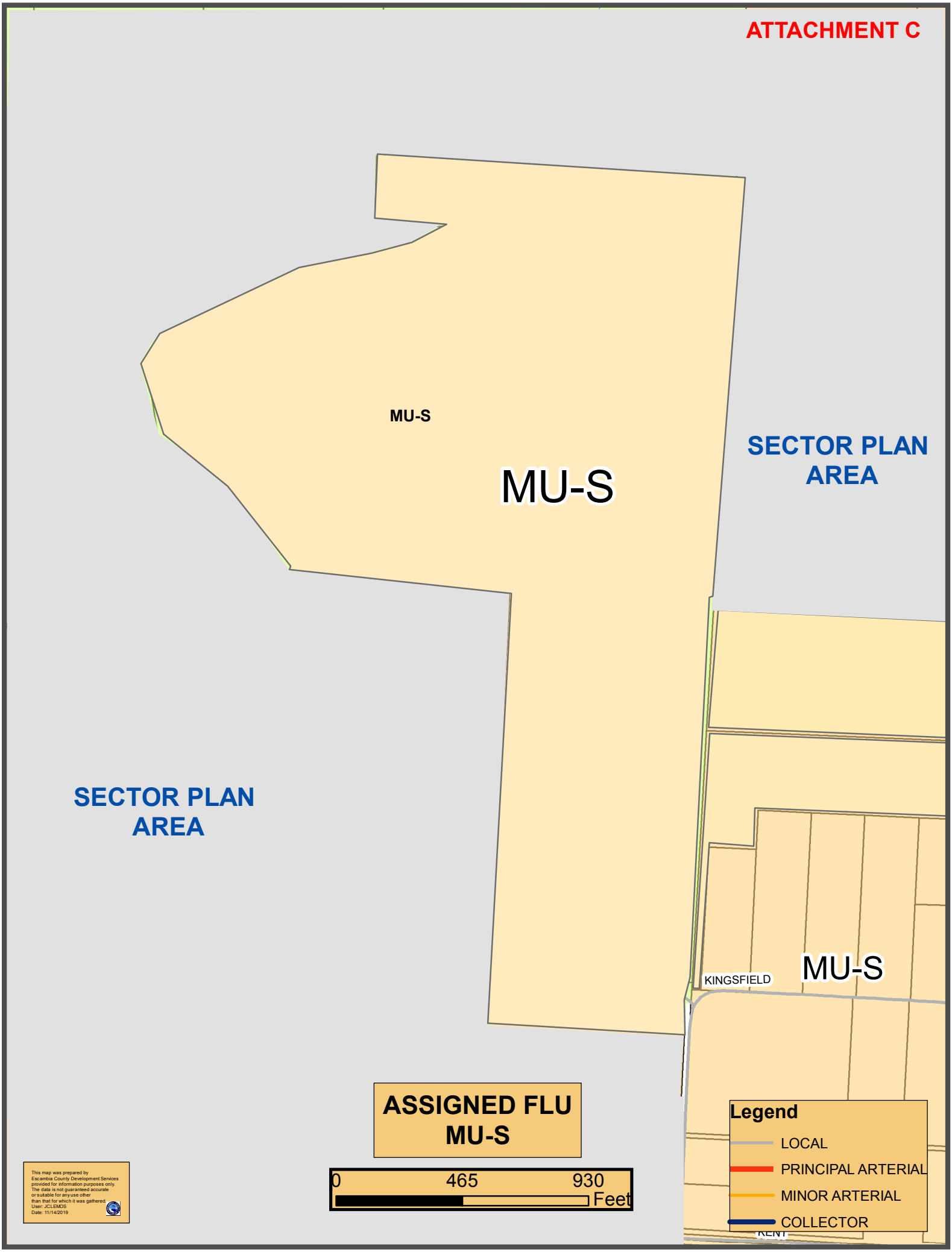


Figure 2.01.A Final Land Use Plan

ATTACHMENT C



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17556 **Growth Management Report 14. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing Parcels from the County DSAP and Assigning a Compatible FLU - OSP-2019-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. A Public Hearing Concerning the Review of an Ordinance Removing Two Parcels from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-01 **(On February 25, 2020, the applicant sent an email (see attached) requesting that this case be withdrawn from the BCC meeting.)**

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-000, totaling 12.27 (+/-) acres, and Parcel Number 2203-000-005, totaling 10.01 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

On February 25, 2020, the applicant sent an email (see attached) requesting that this case be withdrawn from the BCC meeting.

BACKGROUND:

The property owner is requesting two parcels be removed from the Escambia County Mid-West Sector Plan (SP), in the Muscogee Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential dwelling of 3 du/acre.

The request is to assign a Future Land Use (FLU) designation of Mixed-Use Suburban (MU-S) to the parcels with no future development proposed at this time. According to the Escambia County Property Appraiser, one parcel is vacant and the other contains a single-family residence, both parcels total 22.3 (+/-) acres.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

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

Attachments

Email Requesting Withdraw of Case
OSP-2019-01 Working Case File
Staff Analysis with Attachments
Draft Ordinance with Attachments

From: Horace L Jones
To: Alison A. Rogers; Kia M. Johnson; Janice P. Gilley
Cc: Dawn M Troche; District5; Steven L. Barry; Kayla R. Meador; Andrew D. Holmer; Juan C. Lemos
Subject: FW: [EXTERNAL]Crosby opt-out
Date: Tuesday, February 25, 2020 4:59:19 PM

To All:

Please see below. This for is OSP 2019-01 (the Crosby) which was schedule for the BCC action on March 5th 2019.

Kayla,

I am assuming the agenda has been published. I would like to send out a press-release and use all other forms of media with the County; informing the citizenry, who may would like to speak on this specific item, that this specific item not be heard on March 5th 2020.

From: Elizabeth Westmark <ejwestmark@gmail.com>
Sent: Tuesday, February 25, 2020 4:12 PM
To: Horace L Jones <HLJONES@myescambia.com>
Cc: sandra crosby <sayandpray@gmail.com>
Subject: [EXTERNAL]Crosby opt-out

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Jones:

Please be advised that as agents for Mrs. Sandra Crosby, we request that her application for opting out of the Escambia County Mid-West Sector Plan recently approved by the county's Planning Board be withdrawn from the March 5, 2020 agenda of the Board of County Commissioners and remain pending subject to further action by the Board.

Sincerely yours,

Frank E. Westmark and Elizabeth J. Westmark

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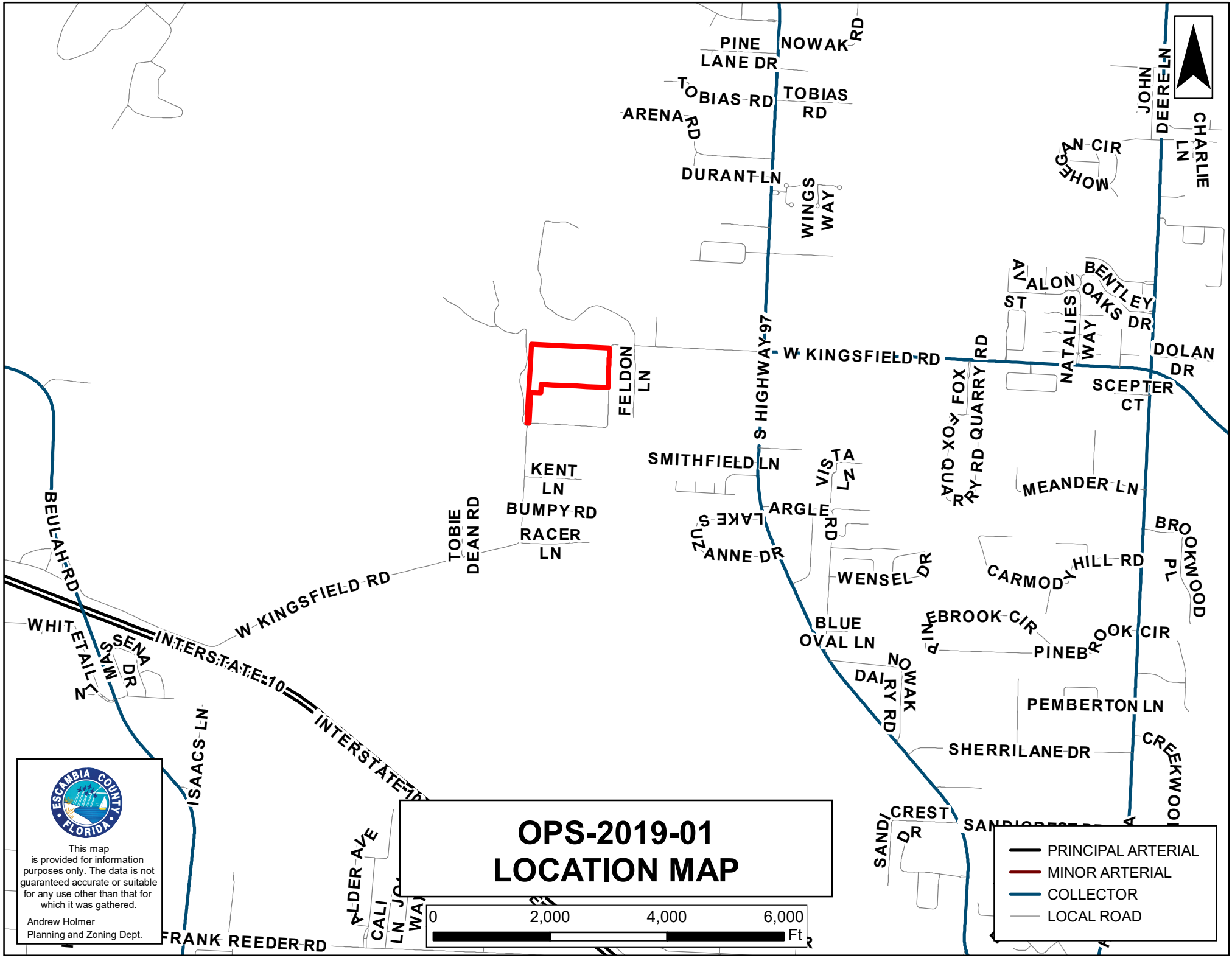
OSP-2019-01


PINE LANE DR
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JOHN DEERE LN
CHARLIE LN
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AVALON ST
BENTLEY OAKS DR
NATALIES WAY
DOLAN DR
SCEPTER CT
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FOX QUARRY RD
FELDON LN
KENT LN
BUMPY RD
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SMITHFIELD LN
VISTA LN
ARGLE RD
LAKE SUZANNE DR
MEANDER LN
BROOKWOOD PL
WENSEL DR
CARMODY HILL RD
BLUE OVAL LN
PINEBROOK CIR
NOWAK DAIRY RD
PEMBERTON LN
SHERRILANE DR
CREEKWOOD
SANDCREST DR
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OPS-2019-01
LOCATION MAP
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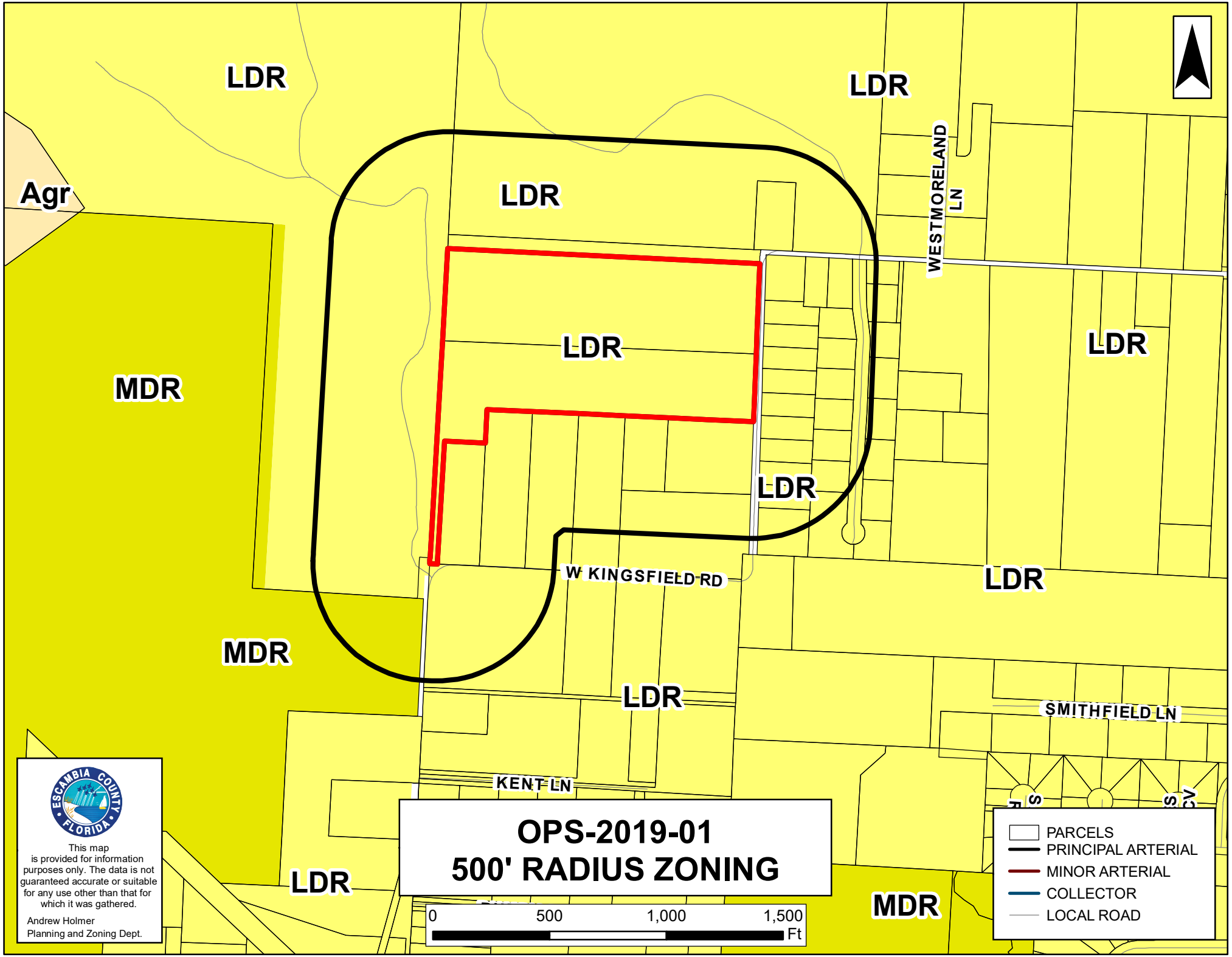
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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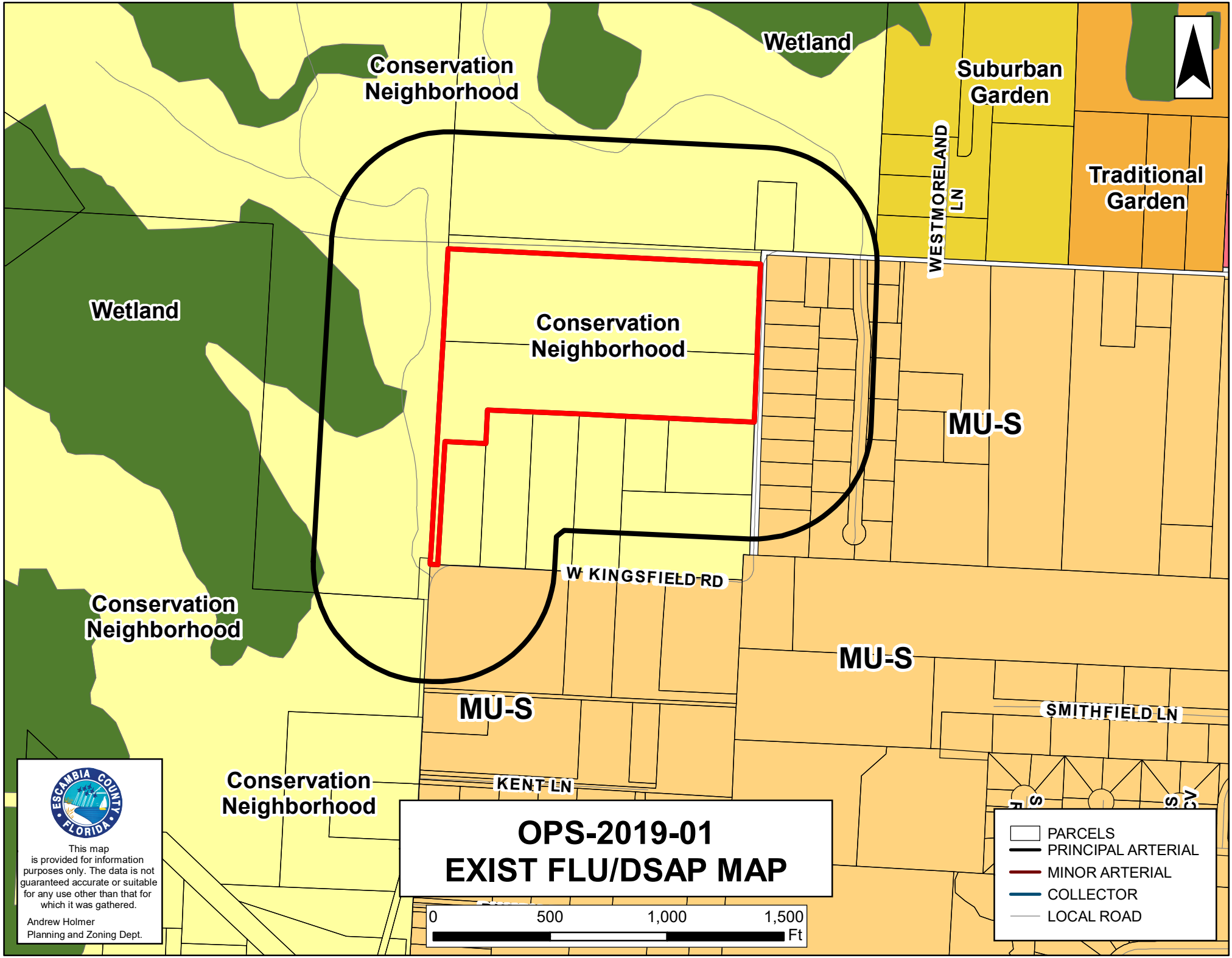
Conservation Neighborhood
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Suburban Garden
Traditional Garden
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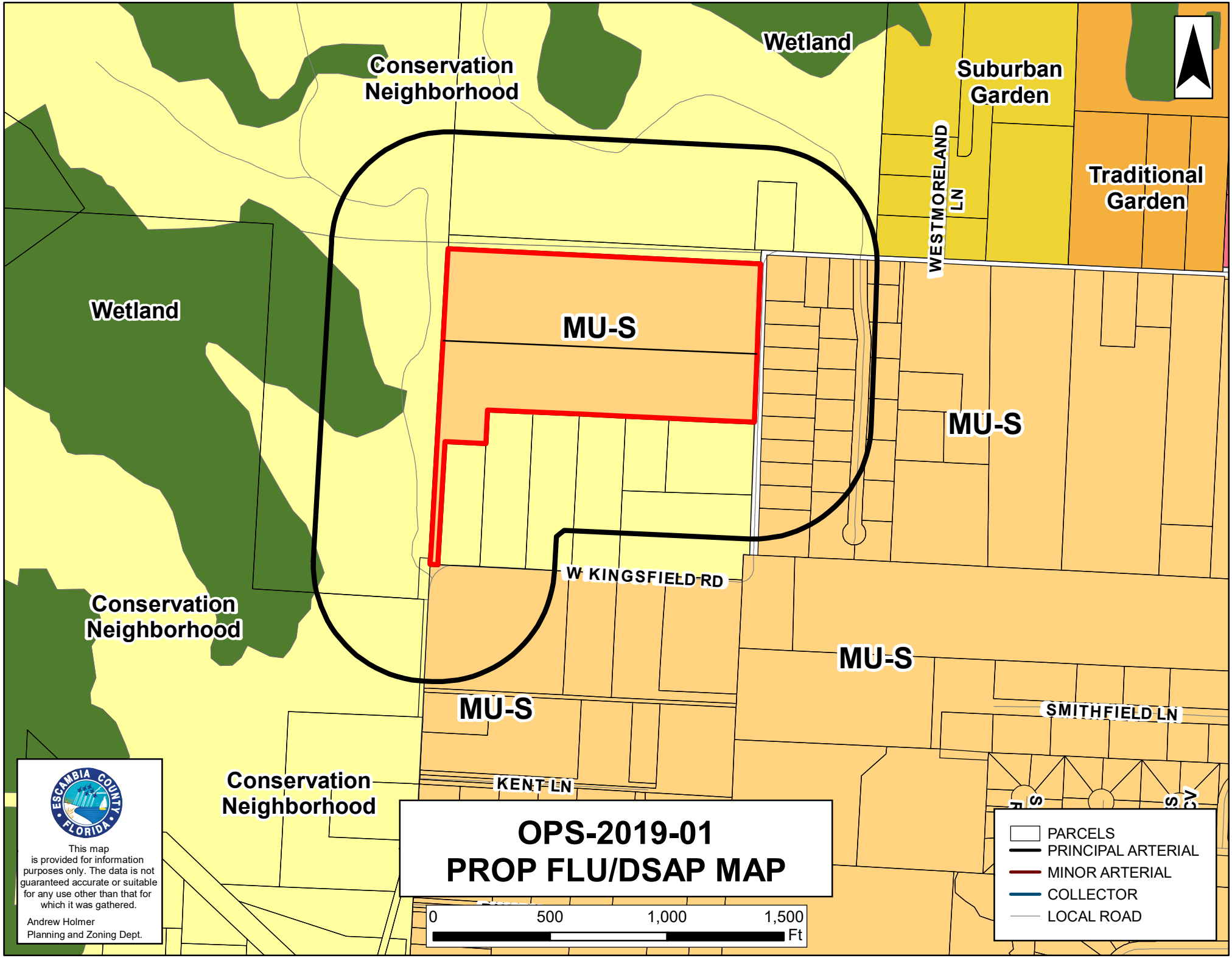
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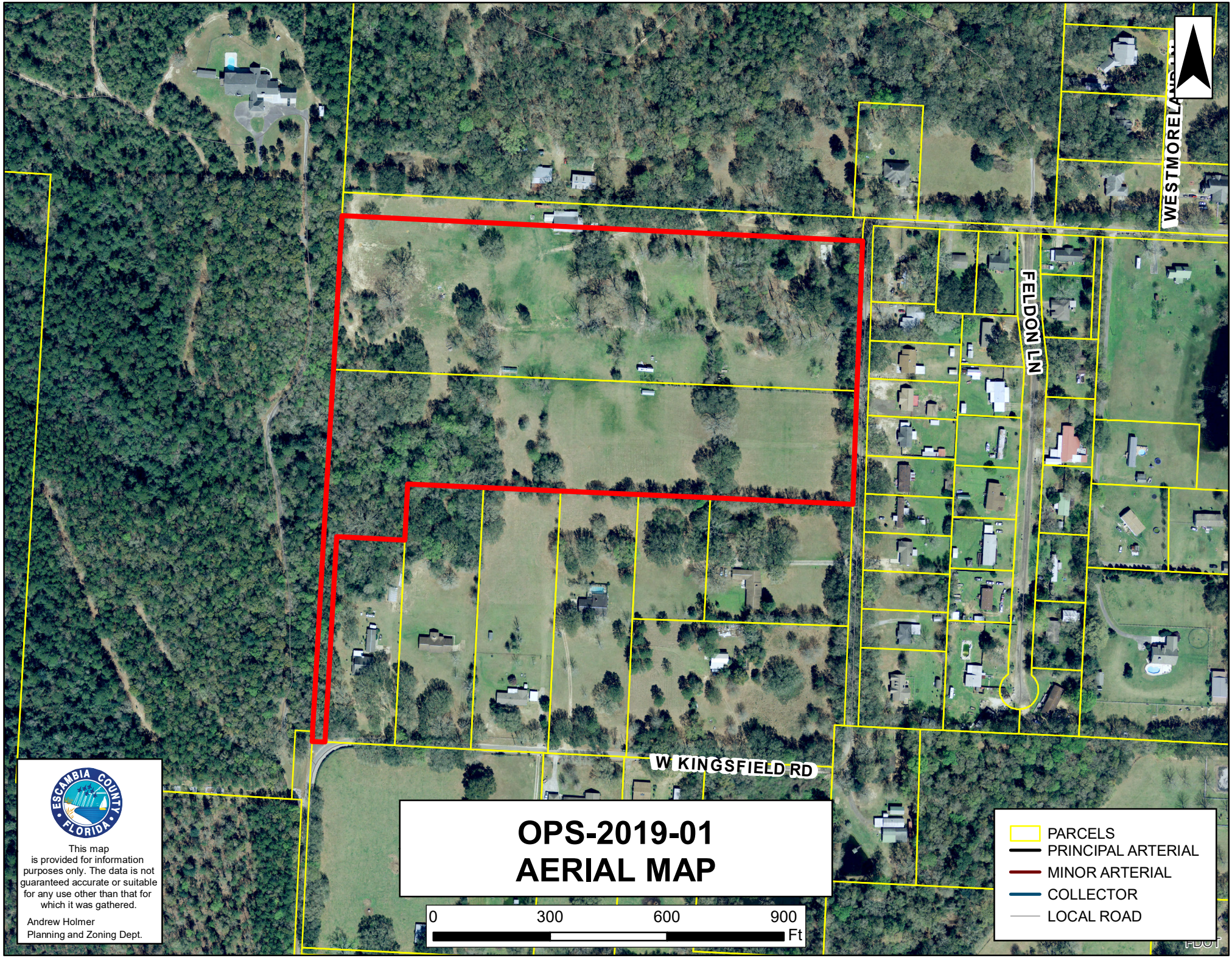
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COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



PUBLIC HEARING SIGN



LOOKING SOUTH ON KINGSFIELD ROAD


LOOKING NORTHEAST ON KINGSFIELD ROAD


LOOKING NORTH ON KINGSFIELD ROAD



LOOKING WEST FROM KINGSFIELD ROAD

WESTMARK

Frank E. Westmark *fewestmark@aol.com*
Elizabeth J. Westmark *ejwestmark@gmail.com*
(850) 937-1835
Mailing: P. O. Box 575 Physical: 2025 W. Kingsfield Cantonment, FL 32533

October 31, 2019

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **Mrs. Sandra K. Crosby, Owner**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan and Future Land Use Map Amendment
Parcel Reference 301N312203000000 at 1877 W. Kingsfield Road and
Parcel Reference 301N312203000005 at 2000 BLK W. Kingsfield Road

Dear Planning Board Members and Director Jones:

This letter supports Mrs. Sandra Crosby's request that the above-referenced property be allowed to "opt out" of the Detailed Specific Area Plan (DSAP) otherwise known as the Escambia County Mid-West Sector Plan. If approved, Mrs. Crosby's effective zoning will remain the Low Density Residential (LDR), which is her current underlying zoning with the requested future land use (FLU) assigned of Mixed Use-Suburban. That is the essence of her application (attached).

Russ and Sandra Crosby bought twenty-four (24) acres of beautiful pasture land sprinkled with shade trees in two parcels over the past couple of years with the intent of building their dream home and enjoying living on their secluded, private estate. Unfortunately it was not to be.

Russ Crosby died of a heart attack in his home on Father's Day earlier this year. Mrs. Crosby is left with a shattered dream and a prime development property that she needs to sell at the market price to recover her original investment. Based on comparable sales and MAI appraisal, the current market price for high quality development property in the immediate area runs around $30,000 per acre or more for a premium development property like Mrs. Crosby's land that is level, and one-hundred percent (100%) high and dry uplands. (See EXHIBIT A – MAI Appraisal Summary.)

Russ Crosby was a highly successful businessman, and Sandra Crosby is an astute business woman. They did their due diligence on the subject property before they bought it, and determined the zoning was regular county low density residential (LDR) based on the county's official website and the property appraiser's website, and more recently confirmed by MAI appraisal. (See EXHIBIT B – Crosby property zoning as shown on County and Property Appraiser's websites.)

Three months ago thereabouts, Mrs. Crosby had a couple of substantial development companies interested in buying the property, but a deal fell through when it came to light that her effective zoning was not standard county LDR as she previously determined, but the severely restricted Sector Plan LDR also known as the Detailed Specific Area Plan (DSAP) Conservation Neighborhood overlay. Mrs. Crosby was shocked by the stark differences between the county standard LDR and the DSAP Conservation Neighborhood that she had never heard of.

Here are the key restrictions in the Conservation Neighborhood.

<u>One: The Dwelling Unit Reduction</u>. County LDR allows four dwelling units per acre. Sector Plan LDR/Conservation Neighborhood arbitrarily shrinks the county standard by twenty-five percent (25%) to three dwelling units per acre, without providing any rational basis for the reduction.

A decade ago when the Sector Plan was conceived that probably wasn't an issue. With the rising cost of land, development infrastructure, and building construction, that could be an issue now depending upon physical characteristics of the property and its location. The Crosby property, which is a perfect rectangle, high and dry, and level, could accommodate four single family residences per acre in an approved subdivision if it was not limited by Sector Plan LDR/Conservation Neighborhood.

<u>Two: The 50% Rule</u>. This provision requires the developed area of a proposed subdivision shall not exceed fifty percent (50%) of the gross land area of the site. In Mrs. Crosby's case, where her property is one hundred percent buildable, that provision renders nearly half of her valuable property practically worthless for its highest and best use. The net effect is, in reality, a de facto taking without compensation.

<u>Three: Open Space Design.</u> This restriction reinforces the previous one. It states as follows: "At least fifty percent (50%) of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (See EXHIBIT C – Escambia County Mid-West Sector Plan, Section 3.03 Conservation Neighborhood Guidelines pages 55, 56, and 57.)

None of these severely limiting restrictions apply to county LDR, nor do they appear anywhere else in the county's land development code, including medium and high density residential and other categories of zoning in the Sector Plan itself, all of which are comparable to regular county zoning.

Under these circumstances, no developer interested in making a profit is likely to pay top dollar for the Crosby property knowing full well he's got to give up development rights on half of it and face uncertainty about what he can do with the other half.

It is obvious that a basic competitive unfairness and inequity exists between property owners with county LDR and those with Sector Plan LDR/Conservation Neighborhood. That unfairness also acts as a strong deterrent to residential development in the Sector Plan. Since the Sector Plan was approved eight years ago, there have been numerous residential developments in the area outside of the Sector Plan boundaries with dozens more in process. By contrast, during that time there has been only one approved subdivision in Sector Plan LDR/Conservation Neighborhood, and in that instance the developer found a way to extract value from a portion of the property he was prohibited from developing to offset his costs of lost development rights. (See EXHIBIT D – Rishwood Subdivision plat).

There also exists a basic unfairness between property owners within the Conservation Neighborhood. For example, property owners with forty to fifty percent jurisdictional wetlands on their property are not required to give up any of their buildable land. The required conservation, or agricultural, component is already in place there due to God and the Environmental Protection Agency.

In other words, the highest value properties, like Mrs. Crosby's property, are forced to bear the full burden of surrendering up to half of their valuable upland without compensation to accommodate perceived public interest that was not established by sufficient public input, hearings, proper legal notice and consent of the property owners. Virtually all of them are small landowners who were swept up into this thing with no idea how their property rights would be affected.

Here's the bottom line. Mrs. Crosby has lost nearly half of her development rights compared to her regular county LDR zoning, and she has lost substantial value due to passage and continued existence of the Sector Plan. The Sector Plan does not allow variances, exceptions, adjustments for changing conditions, development rights swaps, or any other changes whatsoever. Once you're in it, you're stuck, and your only recourse is to opt out.

The Board of County Commissioners has become aware of these problems, and recently voted unanimously to direct staff to reduce fees for processing opt-out applications and make it easier and quicker for property owners to opt out if they choose to do so. The new schedule waives all fees for property owners with ten acres or less, and levies $975 for properties over ten acres, which is a seventy-five percent (75%) reduction from approximately four thousand dollars

($4,000). The Board's clear intent is to streamline and expedite this opt-out procedure as a fair and equitable remedy for landowners whose private property rights have been infringed upon unjustly. (See EXHIBIT E – Resolution R2019-92 passed by BOCC unanimously, 5-0 vote, September 11, 2019.)

For the reasons noted in this letter and in consideration of the will of the Board of County Commissioners, Mrs. Crosby requests your favorable recommendation for her opt-out application so it can move forward to the Board of County Commissioners for final approval.

Sincerely, and on behalf of Mrs. Sandra K. Crosby,

Frank E. Westmark

Elizabeth J. Westmark

Attachments: Exhibits A-E and Mid-West Escambia County Sector Plan Opt-Out Request with Future Land Use Map Amendment Application

cc: Mrs. Sandra K. Crosby

Sandra K. Crosby Application

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

MID-WEST ESCAMBIA COUNTY OPT-OUT REQUEST WITH FUTURE LAND USE MAP AMENDMENT APPLICATION
(Revised 09/2019)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Opting-Out FLU Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: Application fees can be found on the Escambia County website: https://myescambia.com/our-services/development-services/planning-zoning/rezoning/planning-board

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

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

FUTURE LAND USE MAP AMENDMENT
Mid-West Escambia County Sector Plan Opting-Out
APPLICATION

CHECKLIST

1. ✓ **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**
2. ✓ **Letter of request, including reason(s) for map amendment and desired future land use category**
3. ✓ **Notarized Affidavit of Ownership and Authorization (form herein)**
4. ✓ **Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf**
5. ✓ **Concurrency Determination Acknowledgement (form herein)**
6. ✓ **Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**
7. ✓ **Street Map depicting general property location**
8. ✓ **Legal Description of exact property area proposed for opt-out and a future land use map amendment, including:**
   - ✓ **Street Address**
   - ✓ **Property Reference Number(s)**
   - ✓ **Boundary Survey**
   - ✓ **Total acreage requested for amendment**
9. ✓ **Opt-Out Future Land Use Map Amendment Application fee**
10. ✓ **Complete Data and Analysis (See applicable page herein)**

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

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPTING-OUT and FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: OPTING OUT OF THE SECTOR PLAN
Current DSAP Land Use: Con. Nghb **Requested FLU:** MU-S **Zoning:** _____
Previous FLU:_____
Taken by:_____
Planning Board Public Hearing, date(s): 1/7/2020

BCC Public Hearing, proposed date(s): _____

Fees Paid 975.00 **Receipt #** _____ **Date:** 10/31/2020

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

Name: Sandra K. Crosby

Address: 1877 W. Kingsfield Road

City: Cantonment State: FL Zip Code: 32533

Telephone: (850) 501-5036

Email: Sayandpray@gmail.com

DESCRIPTION OF PROPERTY:

Street address: 1877 and 2000 BLK W. Kingsfield Road

Subdivision: N/A

Property reference number(s) 30-1N-31-2203-000-000 and 30-1N-31-2203-000-005

Size of Property (acres) 21.93 Sewer____ Septic Tank ✓

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Sandra K. Crosby — Sandra K. Crosby — 10-30-19
Signature (Property Owner) — Printed Name — Date

Frank E. Westmark — Frank E. Westmark — 10-31-19
Signature (Agent's Name — Printed Name — Date

1877 W. Kingsfield Rd.
Address:

City: Cantonment State: FL Zip: 32533

Telephone (850) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 30th day of October, year of 2019 by, Sandra K. Crosby who (✓) did ( ) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Donna Johnson — Donna Johnson
Signature of Notary Public Date 10/30/19 — Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

DONNA JOHNSON
MY COMMISSION # GG281117
EXPIRES: December 02, 2022

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1877 and 2000 BLK W. Kingsfield Rd. Cantonment ~~Pensacola~~, Florida, Property Reference Number(s) 30-1N-31-3203-000-000 30-1N-31-3203-000-005, I hereby designate Frank E. Westmark and Elizabeth J. Westmark for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 30th day of October, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Sandra K. Crosby 10-30-19 Sandra K. Crosby
Signature of Property Owner Date Printed Name of Property Owner

Frank E. Westmark 10/30/19 Frank E. Westmark
Signature of Agent Date Printed Name of Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of Oct., year of 2019, by Sandra K. Crosby who (✓ did ( ) did not take an oath.

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

Donna Johnson 10-30-19 Donna Johnson
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

DONNA JOHNSON
MY COMMISSION # GG281117
EXPIRES December 02, 2022

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

OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:
Not applicable. There is no project.

Property reference #: 30-1N-31-2203-000-000 and 30-1N-31-2203-000-005

~~Project~~ Address:
1877 and 2000 BLK W. Kingsfield Rd. Cantonment, FL 32533

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 30th **DAY OF** October **, 20** 19

Sandra K. Crosby
Owner's signature

Sandra K. Crosby
Owner's name (print)

Frank E. Westmark
Agent's signature

Frank E. Westmark
Agent's name (print)

Elizabeth J. Westmark

Elizabeth J. Westmark

DATA AND ANALYSIS REQUIREMENTS

1877 and 2000 BLK W. Kingsfield Road
Parcel References 30-1N-31-2203-000-000
and 30-1N-31-2203-000-005
Owner: Sandra K. Crosby

1. The following is an analysis of the impact of both the current and proposed future land use categories on various infrastructure components. Applicant's parcels are undeveloped and vacant. Current future land use is DSAP – Conservation Neighborhood; requested future land use is MU-S; previous future land use is MU-S. There is no development proposed. If any development is proposed in the future that requires more density than normal county LDR, it must come before the Planning Board and the Board of County Commissioners as a quasi-judicial rezoning and be approved or denied at that time.

   A. Sanitary Sewer (or septic tank, if applicable)
   An old home (built in the 1920's), now demolished, that was previously on the site, had a septic tank.

   B. Solid Waste Disposal
   ECUA provides solid waste disposal for this neighborhood.

   C. Potable Water
   Farm Hill Water holds the franchise for water at this address.

   D. Stormwater Management
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate stormwater management is designed into the project.

   E. Traffic
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review analysis to ensure compliance with established standards.

   F. Recreation and Open Space
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate recreation and open space is designed into the project.

G. Schools

Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure impact on area schools is taken into consideration. Schools serving this neighborhood include Kingsfield Elementary, Ransom Middle, and Tate High School.

2. Describe the proximity to and impact on the following:

A. Wellheads

Not applicable. There is no development proposed. However, the applicant's property is not within either the 7 or 20 year wellhead protection area. See the County's Property Lookup information for this parcel (attached).

B. Historically Significant Sites

Not applicable. There is no proposed development. Any future proposed development must go through normal Development Review procedures and to be approved must request the requisite archaeology site review.

C. Natural Resources

Not applicable. While there is no development proposed, if one is proposed in the future, natural resources of special significance, if any, will be taken into account and addressed during the normal Development Review process.

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

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above (*Escambia County*). This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The applicant's request to opt-out her land from the Sector Plan, DSAP-Conservation Neighborhood, is consistent with the intent of the Escambia County Comprehensive Plan. The Conservation Neighborhood district assigned to these parcels does not meet the highest and best use for what the applicant believes is most fair or appropriate for her property.

4. The parcel size is approximately 21.93 acres. It represents .0057 of the DSAP Conservation Neighborhood category, which has a total of 3,855 developable acres. The aggregate acreage of granted opt-outs is 8.7.

5. Not applicable. There is no current proposal for development of this site, so there will be no impact to traffic.

6. The underlying existing zoning category for this parcel is Low Density Residential (LDR). It is compatible with the surrounding DSAP land use designation.

7. The requested FLU designation of MU-S is compatible with the underlying LDR zoning.

8. The previous future land use designation was MU-S.

9. Due to restrictions of the DSAP Conservation Neighborhood overlay on this property, including the 50% rule, mandatory clustering, required open space and inability to petition the Planning Board for relief to change or modify zoning at any point in the future, this property owner has lost development rights, was effectively down zoned as part of the Sector Plan adoption, has had her land devalued and lost the ability to sell it at fair market value.

Appraisal Report
REAL ESTATE APPRAISAL

Of

CROSBY RIGHT-OF-WAY ACQUISITION



1877 West Kingsfield Road
Cantonment, FL

As of
November 15, 2018

Prepared For
Ms. Stacey Coker
Escambia County
3363 West Park Place
Pensacola, FL, 32505

Prepared by
FRUITTICHER-LOWERY APPRAISAL GROUP, INC.
Rodger Lowery, MAI, FL-RZ1922

Appraisal Order:
RL18108L-E

EXHIBIT A

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

November 21, 2018

Escambia County
3363 West Park Place
Pensacola, FL 32505

Attn: Ms. Stacey Coker,
Real Estate Acquisition Manager

Letter of Transmittal
RE: An Appraisal Report of the existing Crosby Right-of-Way Acquisition located at 1877 West Kingsfield Road in Cantonment, FL.

Dear Ms. Coker:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the fee simple estate of the potential Crosby Right-of-Way Acquisition by Escambia County. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be approximately 6 months. In accordance with USPAP, I am informing the client that I have performed no real estate services regarding the subject property within the past three years prior to the engagement of these services.

RODGER K. LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

The subject property consists of an approximate 14.03-acre parcel of land located along the west right-of-way of West Kingsfield Road, west of State Highway 97 in Cantonment, Escambia County, Florida. The property is zoned "LDR", with the current use as agricultural land being an allowable use for the site. The parent tract contains approximately 14.03-acres of land with a north property line of 1,346.21 feet and 456.69 feet of frontage along the west right-of-way of West Kingsfield Road. The appraisal assignment includes the valuation of a 50-foot right-of-way along the north property line or 67,311 square feet and a 60-foot right-of-way along the north property line or 80,773 square feet. The property is primarily vacant land with a barn, pump house and pole barn in the proposed right-of-way. Damages will include depreciated cost of the existing improvements.

The improvements included in the potential rights-of-way include an approximate 3,453 square foot wood frame horse stable with an approximate 264 square foot pump house and a 360 square foot lean-to. The improvements were reportedly built in 1927 and are considered to be in fair condition.

This appraisal is based upon the extraordinary assumption that all information provided to the appraiser by the client and property representative are correct. It is noted that assuming the property discussed is acquired by Escambia County and Kingsfield Road is extended along the north property line of the remainder parcel, the value of the remainder parcel will likely increase due to the extensive road frontage. Additionally, the most recent MLS listing for the property in 2015 (included in the addendum) indicated the property contains buildings and a barn without contributory value. However, in this analysis I have included the depreciated cost value of the improvements in the value of the property to be acquired.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple estate as of the last date of inspection, November 15, 2018, was:

CURRENT MARKET VALUE – 50-FOOT STRIP ACQUISITION

SEVENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS

$77,100

The above value is allocated as $58,200 for the land and $18,900 for the improvements included in the acquisition area.

CURRENT MARKET VALUE – 60-FOOT STRIP ACQUISITION

EIGHTY-EIGHT THOUSAND TWO HUNDRED DOLLARS

$88,200

The above value is allocated as $69,300 for the land and $18,900 for the improvements included in the acquisition area.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,

Rodger K. Lowery, MAI

Digitally signed by Rodger K. Lowery, MAI
DN: cn=Rodger K. Lowery, MAI, o=Frutticher-Lowery Appraisal Group, Inc., ou, email=rlowery@flagl.net, c=US
Date: 2018.11.21 14:53:34 -06'00'

Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922
RLowery@FLAGL.Net
Phone – (850) 477-0419, ext. 101

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

CLIENT:	Escambia County
INTENDED USER:	Escambia County
INTENDED USE:	The intended use is for to determine the value of the property to be acquired.
PROPERTY LOCATION:	The subject property is located just west of State Highway 97 along West Kingsfield Road. Kingsfield Road has a 90-degree turn at the property with the east property line fronting Kingsfield Road. The Crosby Right-of-Way Acquisition has a street address of 1877 West Kingsfield Road, Cantonment, Alabama.
SITE SIZE:	The existing parcel contains approximately 611,147 square feet or 14.03-acres. The subject property has average access with frontage as follows: • Kingsfield Road: 425 feet
IMPROVEMENTS:	The improvements included in the potential rights-of-way include an approximate 3,453 square foot wood frame horse stable with an approximate 264 square foot pump house and a 360 square foot lean-to. The improvements were reportedly built in 1927 and are considered to be in fair condition.
ZONING:	The subject property is zoned LDR. The current use and a residential use up to four dwelling units per acre are considered to be legally permissible uses of the land.
ENVIRONMENTAL CONCERNS:	The property appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any jurisdictional wetlands associated with the site.
HIGHEST AND BEST USE:	The highest and best use as vacant is the development of a single-family residential development up to four dwelling units per acre when demand supports new supply of lots.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

DATE OF VALUE:	The current date of value is November 15, 2018.
ASSESSED VALUE:	$62,704
ANNUAL PROPERTY TAXES:	$1,020
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate

VALUE INDICATIONS – MARKET VALUE

50-Foot Acquisition -	**$77,100**
60-Foot Acquisition -	**$88,200**

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	301N312203000000
Account:	114404200
Owners:	CROSBY ELMER R CROSBY SANDRA K
Mail:	1877 W KINGSFIELD RD CANTONMENT, FL 32533
Situs:	1877 W KINGFIELD RD 32533
Use Code:	IMPROV. AGRICULTURAL-RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$27,153	$37,799	$64,952	$64,952
2018	$27,225	$35,479	$62,704	$62,704
2017	$27,225	$32,870	$60,095	$57,654

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/08/2017	7773	1403	$350,000	WD	View Instr
08/2005	5717	1515	$15,000	WD	View Instr
05/2005	5648	107	$100	QC	View Instr
12/1996	4084	1771	$100	QC	View Instr
12/1996	4084	1770	$100	QC	View Instr
12/1996	4084	1768	$100	QC	View Instr

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

2019 Certified Roll Exemptions
None

Legal Description
BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;...

Extra Features
BARN

Parcel Information

Launch Interactive Map

Section Map Id:
30-1N-31-1

Approx. Acreage:
13.7700

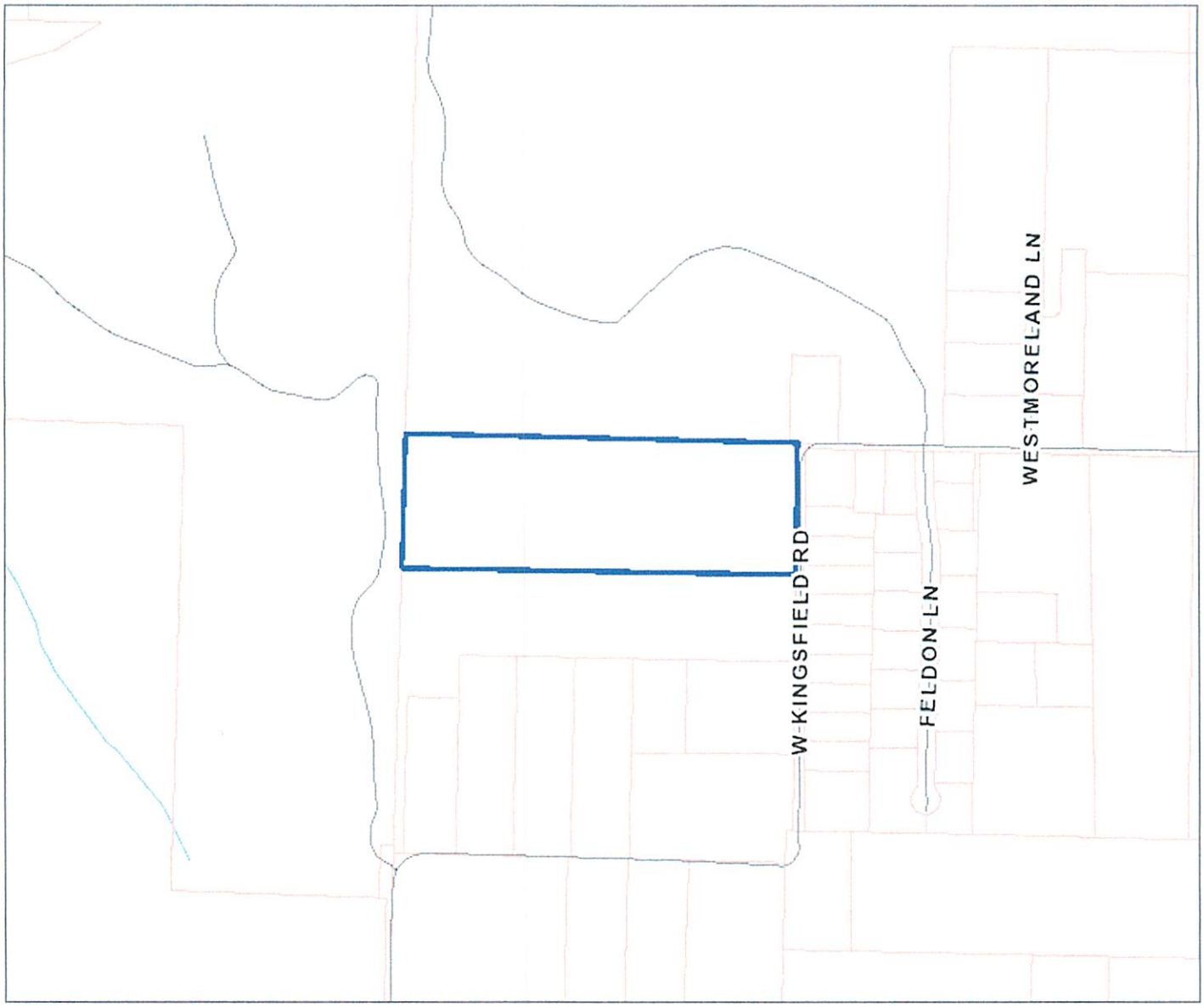
Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

EXHIBIT B


WESTMORELAND LN
W KINGSFIELD RD
FELDON LN

Recorded in Public Records 9/8/2017 12:18 PM OR Book 7773 Page 1403,
Instrument #2017069818, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $27.00 Deed Stamps $2,450.00

Prepared by:
Robert O. Beasley
Litvak Beasley Wilson & Ball, LLP
Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 17-0215ROB
Consideration: $350,000.000

General Warranty Deed

Made this September 8, 2017 A.D. By **Barbara Carol Smith, a single woman, 1877 W. Kingsfield Road, Cantonment, FL 32533,** hereinafter called the grantor, to **Elmer R. Crosby and Sandra K. Crosby, husband and wife, whose post office address is: 10321 Edendale Road, Cantonment, FL 32533,** hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 88° 55' 28" EAST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 1346.21 FEET; THENCE DEPARTING NORTH LINE OF SAID SECTION GO SOUTH 00°52'49" EAST FOR A DISTANCE OF 6.46 FEET TO THE POINT OF A CURVATURE OF A CURVE HAVING A RADIUS OF 130.91 FEET (DELTA = 11°00'09", CHORD DISTANCE OF 25.10 FEET, CHORD BEARING = SOUTH 17°33'03" WEST); THENCE GO ALONG SAID CURVE FOR AN ARC LENGTH OF 25.14 FEET; THEN GO SOUTH 00°37'21" EAST FOR A DISTANCE OF 425.13 FEET ALONG HE APPARENT WESTERLY RIGHT OF WAY LINE OF KINGSFIELD ROAD; THENCE DEPARTING SAID R/W LINE GO NORTH 89°34'27" WEST FOR A DISTANCE OF 1346.31 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE GO NORTH 00°17'39" EAST FOR A DISTANCE OF 455.78 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 14.03 ACRES MORE OR LESS.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **301N312203000000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

BK: 7773 PG: 1404

Prepared by:
Robert O. Beasley
Litvak Beasley Wilson & Ball, LLP
Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 17-0215ROB
Consideration: $350,000.000

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Julia A. Whitson
Witness Printed Name

Witness Printed Name

Barbara Carol Smith (Seal)
Barbara Carol Smith

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of September, 2017, by Barbara Carol Smith, who is personally known to me or who has produced Florida Drivers License as identification.

NOTARY PUBLIC STATE OF FLORIDA
JULIA A. WHITSON
MY COMMISSION # FF 221843
EXPIRES: August 17, 2019
Bonded Thru Budget Notary Services

Julia A. Whitson
Notary Public
Print Name:

My Commission Expires:

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

Recorded in Public Records 6/24/2019 2:30 PM OR Book 8118 Page 77, Instrument #2019055164, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $1,002.40

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 13th day of June, 2019, by and between Elmer R. Crosby and Sandra K. Crosby, husband and wife, whose address is 4365 Crabtree Church Road, Molino, Florida 32577 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of One Hundred Forty-Three Thousand, Two Hundred Dollars ($143,200.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, convey to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit A.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2019 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

BK: 8118 PG: 78

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness _____

Print Name _____

Witness _____

Print Name _____

Elmer R. Crosby

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18th day of June, 2019, by Elmer R. Crosby. He (X) is personally known to me, or (_) has produced current _____ as identification.

Notary Public State of Florida
Robert O Beasley
My Commission GG 273384
Expires 12/12/2022

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

Witness _____

Print Name _____

Witness _____

Print Name _____

Sandra K. Crosby

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18th day of June, 2019, by Sandra K. Crosby. She (X) is personally known to me, or (_) has produced current _____ as identification.

Notary Public State of Florida
Robert O Beasley
My Commission GG 273384
Expires 12/12/2022

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

BK: 8118 PG: 79 Last Page

"Exhibit A"

THE NORTH 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 88° 55' 28" EAST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 1346.21 FEET; THENCE DEPARTING NORTH LINE OF SAID SECTION GO SOUTH 00°52'49" EAST FOR A DISTANCE OF 6.46 FEET TO THE POINT OF A CURVATURE OF A CURVE HAVING A RADIUS OF 130.91 FEET (DELTA= 11°00'09", CHORD DISTANCE OF 25.10 FEET, CHORD BEARING= SOUTH 17°33'03" WEST); THENCE GO ALONG SAID CURVE FOR AN ARC LENGTH OF 25.14 FEET; THEN GO SOUTH 00°37'21" EAST FOR A DISTANCE OF 425.13 FEET ALONG THE APPARENT WESTERLY RIGHT OF WAY LINE OF KINGSFIELD ROAD; THENCE DEPARTING SAID R/W LINE GO NORTH 89°34'27" WEST FOR A DISTANCE OF 1346.31 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE GO NORTH 00°17'39" EAST FOR A DISTANCE OF 455.78 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

ALSO DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FL THENCE S 87°17'59" E, 1346.21 FEET ALONG THE NORTH LINE OF SAID SECTION 30 TO NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7773, PAGE 1403 LYING ON THE WEST RIGHT OF WAY LINE OF WEST KINGSFIELD ROAD; THENCE DEPART SAID NORTH SECTION LINE S 02°56'12" W, 16.66 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 130.91 FEET (CHORD BEARING OF S 21°10'17" W, AND CHORD DISTANCE OF 25.10 FEET); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 25.14 FEET TO END OF THE CURVE; THENCE S 01°49'57" W, 19.53 FEET; THENCE DEPART SAID WEST RIGHT OF WAY LINE N 87°17'59" W, 1338.71 FEET; THENCE N 02°54'45" E, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80,519 SQUARE FEET OR 1.85 ACRES MORE OR LESS.

Escambia County, FL - Address Search

2000 BLK W KINGFIELD RD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	2000 BLK W KINGFIELD RD
Parcel Ref (link to Property Appraiser):	30-1N-31-2203-000-005
Tax Collector ID (link to Tax Collector):	114404350
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	FARM HILLS UTILITIES, INC.
Elementary School Zone:	Kingsfield (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	21
Polling Place:	International Paper (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	46

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0280G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	BEULAH - 2

Topographical Report

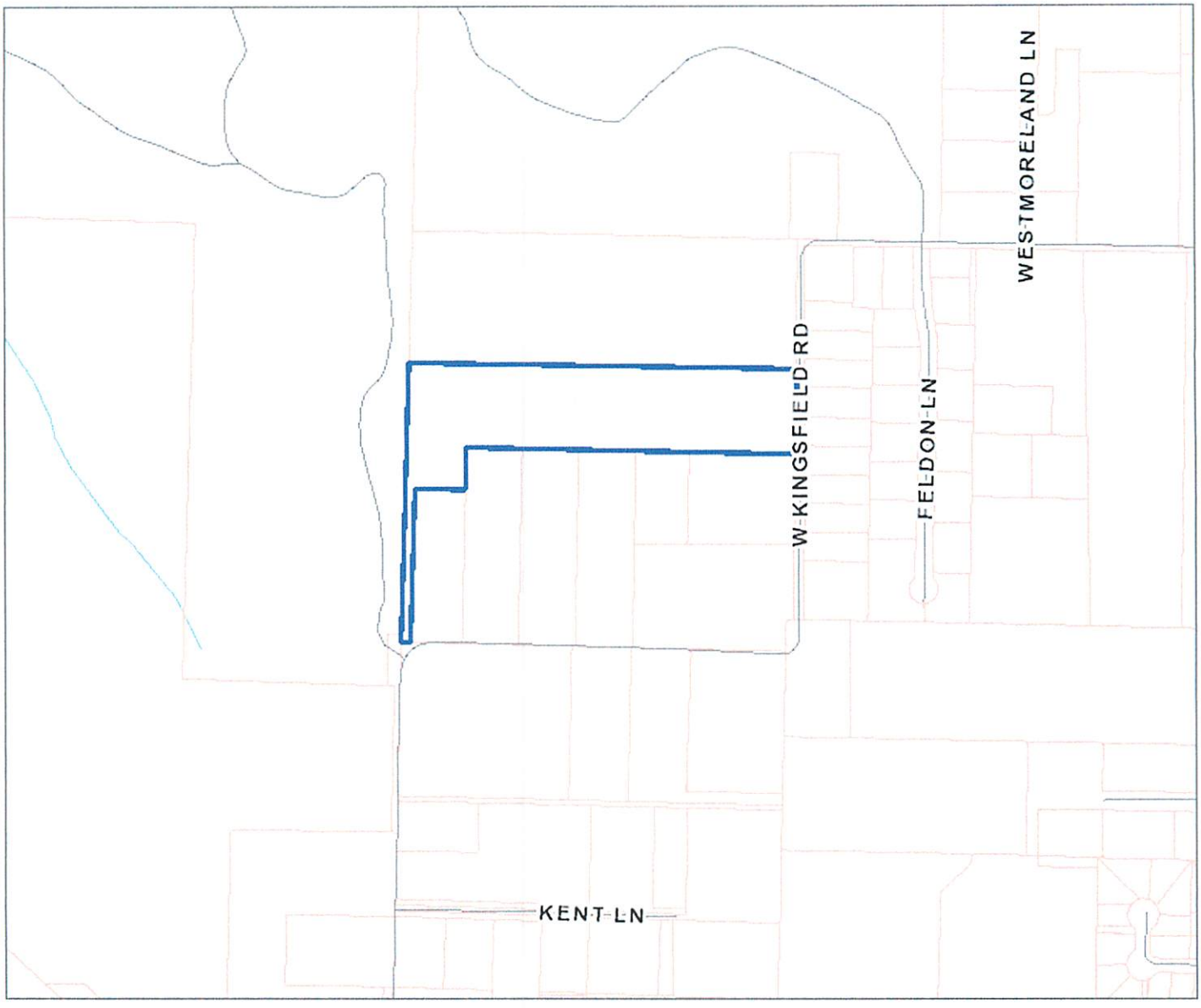
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	TROUT-POARCH COMPLEX, 5 TO 8 PERCENT SLOPES,TROUP SAND, 0 TO 5 PERCENT SLOPES,BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	ELEVEN MILE CREEK,PERDIDO RIVER SOUTH
Drainage Basin Number:	XIII,XV

Land Use Report

Zoning:	LDR
Future Land Use 2030:	MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No

Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	Conservation Neighborhood
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image

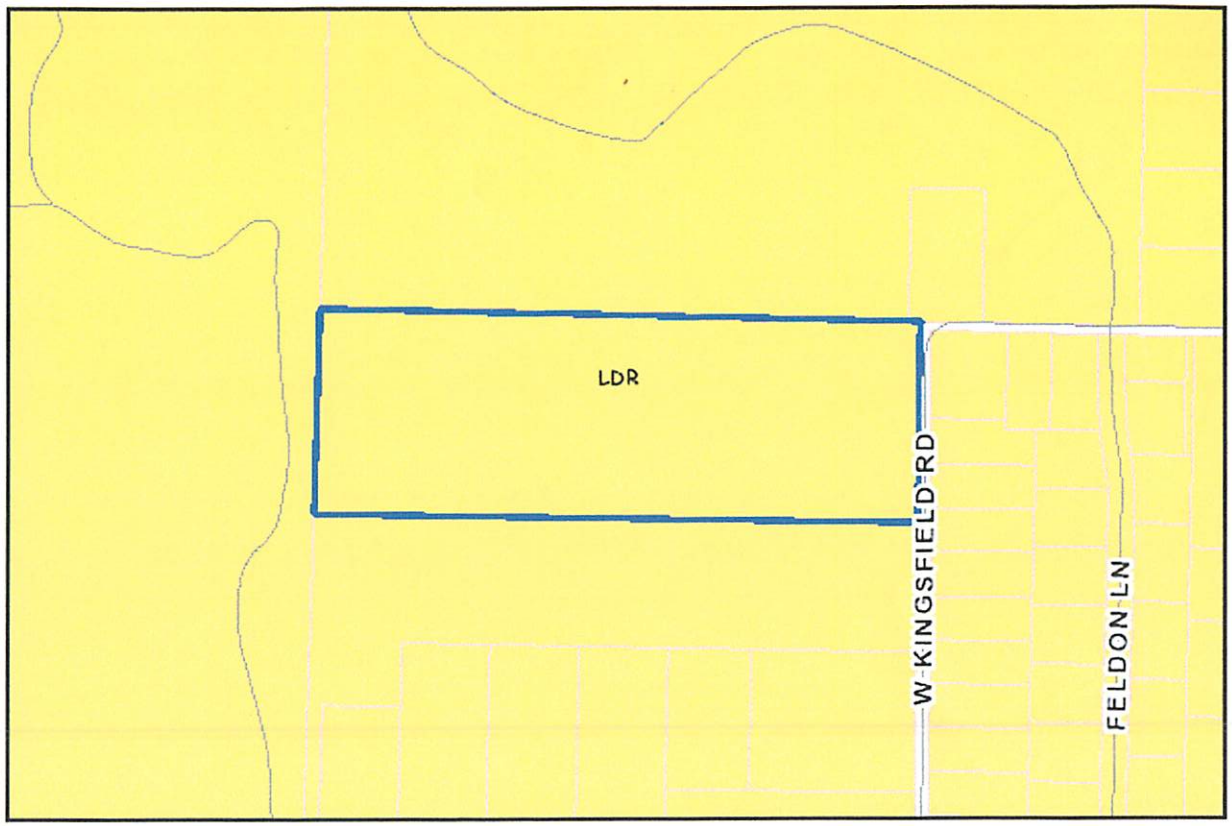

WESTMORELAND LN
W KINGSFIELD RD
FELDON LN
KENT LN

Escambia County, FL | Parcel Report | Sunday, September 22, 2019

Reference
30-1N-31-2203-000-000

Owner Name
CROSBY SANDRA K

Owner Mailing Address
1877 W KINGSFIELD RD
CANTONMENT, FL 32533



General Information

SITEADDR	1877 W KINGFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=301N312203000000		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Escambia County, FL

Parcel Report

Sunday, September 22, 2019

Reference

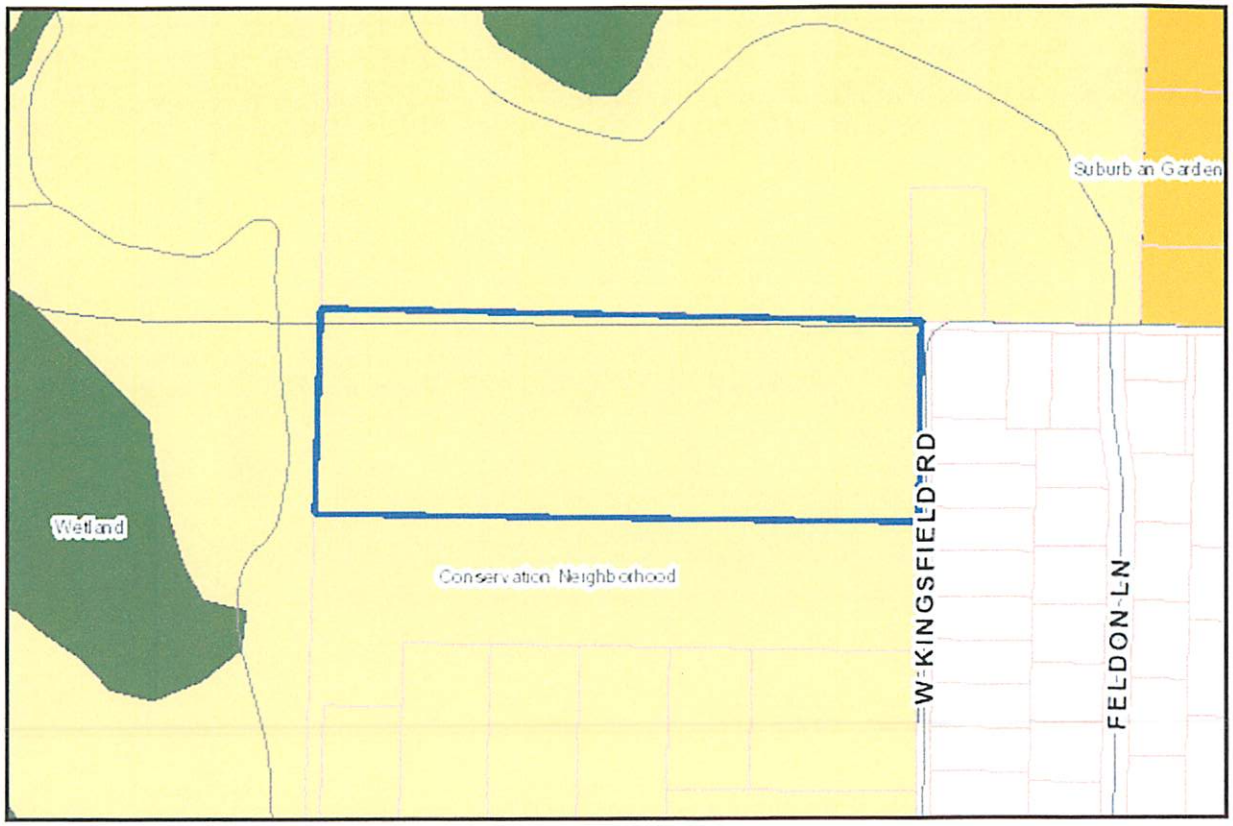
30-1N-31-2203-000-000

Owner Name

CROSBY SANDRA K

Owner Mailing Address

1877 W KINGSFIELD RD
CANTONMENT, FL 32533



General Information

SITEADDR	1877 W KINGFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=301N312203000000		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
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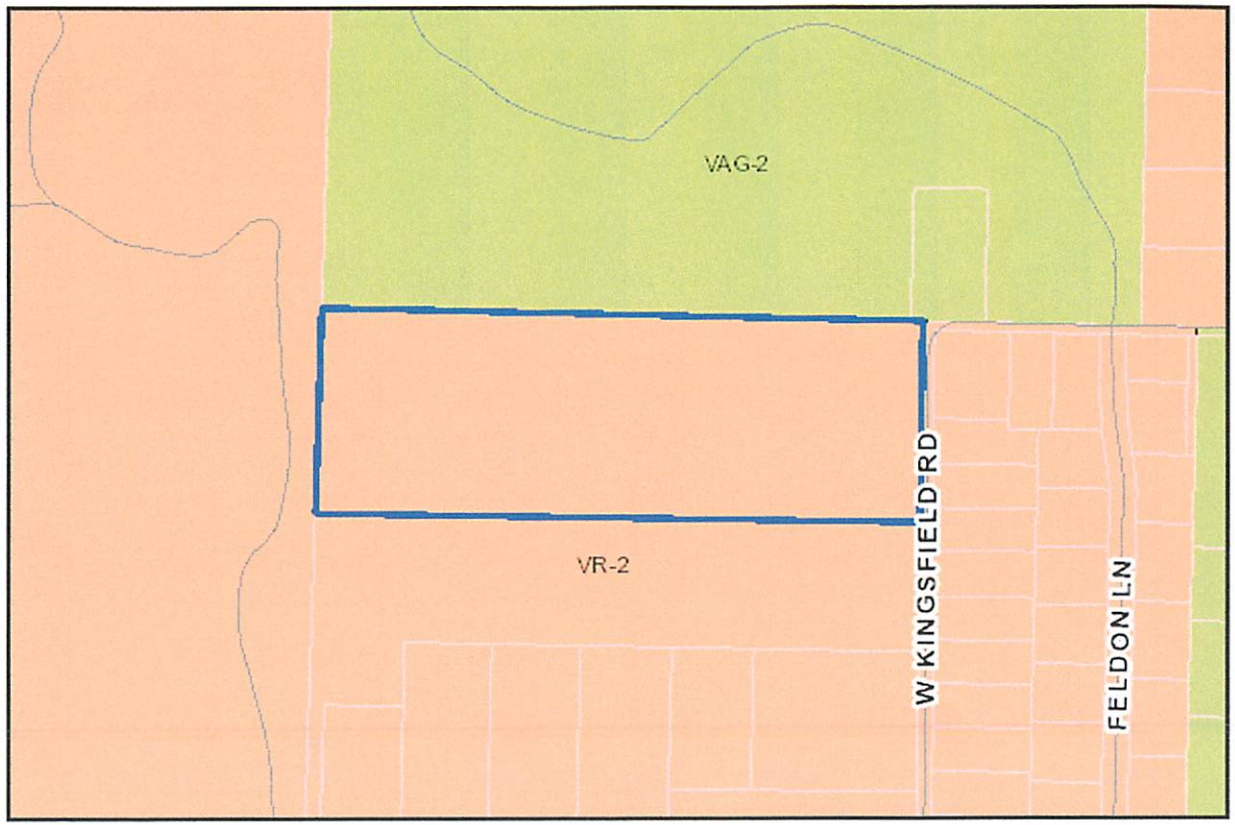
Escambia County, FL — Parcel Report — Sunday, September 22, 2019

Reference
30-1N-31-2203-000-000

Owner Name
CROSBY SANDRA K

Owner Mailing Address
1877 W KINGSFIELD RD
CANTONMENT, FL 32533



General Information

SITEADDR	1877 W KINGFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=301N312203000000		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

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Escambia County, FL

Parcel Report

Sunday, September 22, 2019

Reference

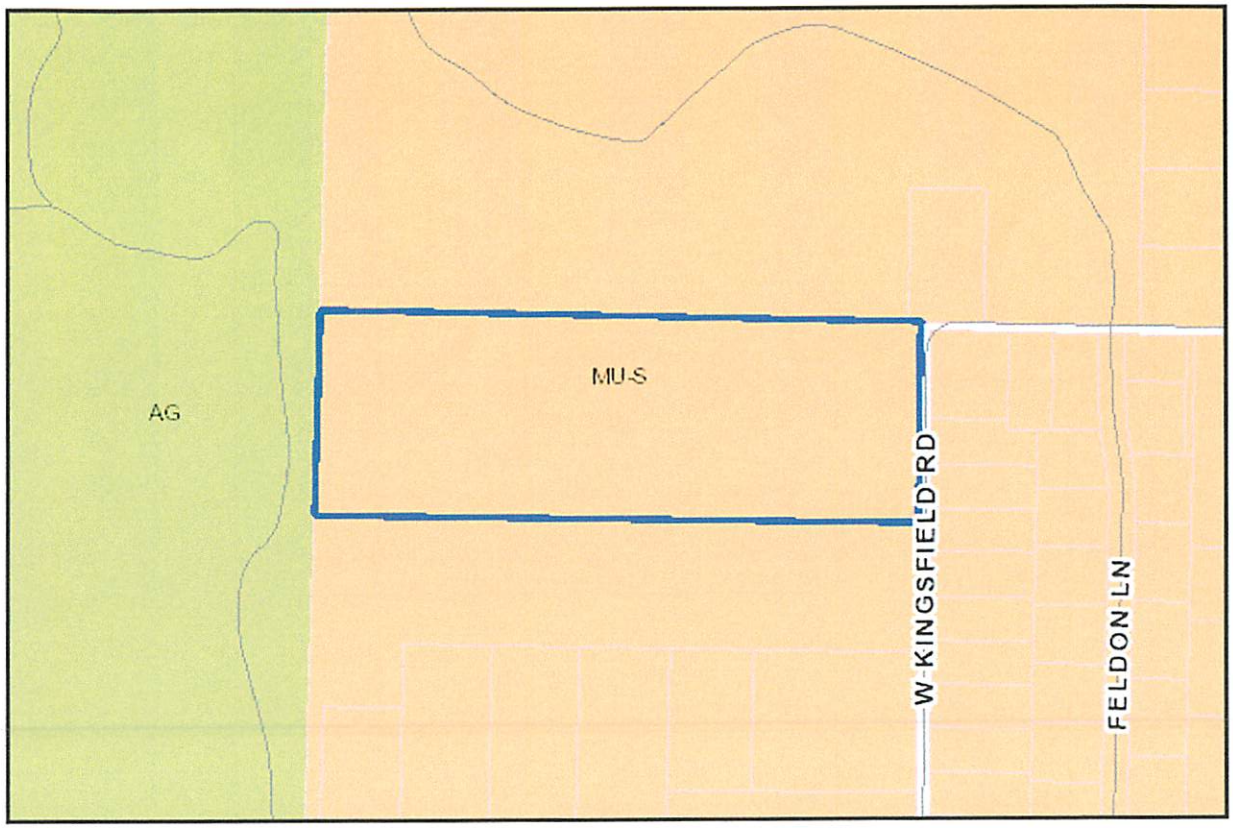
30-1N-31-2203-000-000

Owner Name

CROSBY SANDRA K

Owner Mailing Address

1877 W KINGSFIELD RD
CANTONMENT, FL 32533



General Information

SITEADDR	1877 W KINGFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=301N312203000000		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
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Escambia County, FL - Address Search

1877 W KINGFIELD RD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	1877 W KINGFIELD RD
Parcel Ref (link to Property Appraiser):	30-1N-31-2203-000-000
Tax Collector ID (link to Tax Collector):	114404200
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	FARM HILLS UTILITIES, INC.
Elementary School Zone:	Kingsfield (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	21
Polling Place:	International Paper (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	46

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0280G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	BEULAH - 2,CANTONMENT - 4

Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES,TROUP SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	ELEVEN MILE CREEK,PERDIDO RIVER SOUTH
Drainage Basin Number:	XIII,XV

Land Use Report

Zoning:	LDR
Future Land Use 2030:	MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone	No

Restriction:	
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	Conservation Neighborhood
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image

Recorded in Public Records 5/9/2018 11:40 AM OR Book 7896 Page 1988, Instrument #2018035580, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $2,765.00

Prepared by:
Robert O. Beasley
Litvak Beasley Wilson & Ball, LLP
226 East Government Street
Pensacola, Florida 32502
File Number: 18-0148ROB
Consideration: $395,000.00

General Warranty Deed

Made this May 8th, 2018 A.D. By **Jamie Diane Clarke, Individually and as Trustee of The Jamie Diane Clark Revocable Trust, dated December 10, 2013**, 9037 Allegheny Avenue, Pensacola, Florida 32526, hereinafter called the grantor, to **Elmer R. Crosby and Sandra K. Crosby, husband and wife**, whose post office address is: 10321 Edendale Rd, Cantonment, Florida 32533, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

Commencing at the Northwest corner of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go South 00 degrees 17 minutes 39 seconds West along the West line of said Section 30 a distance of 455.78 feet to the Point of Beginning; thence continue South 00 degrees 17 minutes 39 seconds West along said West line a distance of 935.39 feet to the Northerly right of way line of Kingsfield Road (County maintenance Claim, right of way width varies); thence departing said Section Line go South 89 degrees 15 minutes 04 seconds East along said right of way line a distance of 33.26 feet to a Point on the West line of a Parcel of land as described in Official Records Book 2042 at Page 830 of the Public Records of said County; thence go North 00 degrees 17 minutes 39 seconds East along said West line a distance of 508.00 feet to the Northwest corner of said Parcel; thence go South 89 degrees 15 minutes 04 seconds East along the North line of said Parcel a distance of 165.00 feet to the Northeast corner of said Parcel; thence go North 00 degrees 17 minutes 39 seconds East a distance of 137.81 feet to the Northeast corner of a Parcel of land as described in Official Records Book 1536 at Page 203 of the Public Records of said County; thence go South 89 degrees 34 minutes 27 seconds East a distance of 1152.71 feet to the Westerly right of way line of Kingsfield Road (County maintenance Claim, right of way width varies); thence go North 00 degrees 37 minutes 21 seconds West along said Westerly right of way line a distance of 290.75 feet; thence departing said right of way line go North 89 degrees 34 minutes 27 seconds West a distance of 1346.31 feet to the Point of Beginning; the above described Parcel of land is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 301N312203000005

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

BK: 7896 PG: 1989

Prepared by:
Robert O. Beasley
Litvak Beasley Wilson & Ball, LLP
226 East Government Street
Pensacola, Florida 32502
File Number: 18-0148ROB
Consideration: $395,000.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Julia A Whitson

Witness Printed Name Sarah Abernathy

Jamie Diane Clarke (Seal)
Jamie Diane Clarke

Jamie Diane Clarke (Seal)
Jamie Diane Clarke as Trustee of the Jamie Diane Clarke Revocable Trust dated Dec 10 2013

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of May, 2018, by Jamie Diane Clarke, Individually and as Trustee of The Jamie Diane Clark Revocable Trust, dated December 10, 2013, who is/are personally known to me or who has produced Florida Driver License as identification.

JULIA A. WHITSON
MY COMMISSION # FF 221843
EXPIRES: August 17, 2019
Bonded Thru Budget Notary Services

Notary Public
Print Name:_____

My Commission Expires:_____

BK: 7896 PG: 1990 Last Page

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION; Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: 2000 Blk of Kingsfield Road, Cantonment, Florida 32533
Legal Address of Property: Commencing at the Northwest corner of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go South 00 degrees 17 minutes 39 seconds West along the West line of said Section 30 a distance of 455.78 feet to the Point of Beginning; thence continue South 00 degrees 17 minutes 39 seconds West along said West line a distance of 935.39 feet to the Northerly right of way line of Kingsfield Road (County maintenance Claim, right of way width varies); thence departing said Section Line go South 89 degrees 15 minutes 04 seconds East along said right of way line a distance of 33.26 feet to a Point on the West line of a Parcel of land as described in Official Records Book 2042 at Page 830 of the Public Records of said County; thence go North 00 degrees 17 minutes 39 seconds East along said West line a distance of 508.00 feet to the Northwest corner of said Parcel; thence go South 89 degrees 15 minutes 04 seconds East along the North line of said Parcel a distance of 165.00 feet to the Northeast corner of said Parcel; thence go North 00 degrees 17 minutes 39 seconds East a distance of 137.81 feet to the Northeast corner of a Parcel of land as described in Official Records Book 1536 at Page 203 of the Public Records of said County; thence go South 89 degrees 34 minutes 27 seconds East a distance of 1152.71 feet to the Westerly right of way line of Kingsfield Road (County maintenance Claim, right of way width varies); thence go North 00 degrees 37 minutes 21 seconds West along said Westerly right of way line a distance of 290.75 feet; thence departing said right of way line go North 89 degrees 34 minutes 27 seconds West a distance of 1346.31 feet to the Point of Beginning; the above described Parcel of land is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

The County (_X_) has accepted (_____) has not accepted the abutting roadway for maintenance.

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: Jamie Diane Clarke
9037 Allegheny Avenue
Pensacola, Florida 32526

- Witness
- Witness
- Witness
- Witness

Elmer R. Crosby - Buyer
Sandra K. Crosby - Buyer
Jamie Diane Clarke - Seller

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
11-4404-350	06		301N312203000005

PROPERTY ADDRESS: 2000 BLK W KINGFIELD RD

EXEMPTIONS:

CROSBY ELMER R
CROSBY SANDRA K
10321 EDENDALE RD
CANTONMENT, FL 32533

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	114,114	0	114,114	755.04
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	114,114	0	114,114	242.49
BY STATE LAW	4.2000	114,114	0	114,114	479.28
WATER MANAGEMENT	0.0338	114,114	0	114,114	3.86
SHERIFF	0.6850	114,114	0	114,114	78.17
M.S.T.U. LIBRARY	0.3590	114,114	0	114,114	40.97

TOTAL MILLAGE 14.0193 AD VALOREM TAXES $1,599.81

LEGAL DESCRIPTION

BEG AT NW COR OR SEC S 00 DEG 17 MIN 39 SEC W ALG W LINE OF SD SEC 455 78/100 FT
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		15.33

NON-AD VALOREM ASSESSMENTS $15.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $1,615.14

If Paid By	Nov 30, 2018				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
11-4404-350
PROPERTY ADDRESS
2000 BLK W KINGFIELD RD

CROSBY ELMER R
CROSBY SANDRA K
10321 EDENDALE RD
CANTONMENT, FL 32533

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Nov 30, 2018 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 11/21/2018 Receipt # 188-18-00327384 $1,550.53 Paid By

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	301N312203000005
Account:	114404350
Owners:	CROSBY ELMER R CROSBY SANDRA K
Mail:	10321 EDENDALE RD CANTONMENT, FL 32533
Situs:	2000 BLK W KINGFIELD RD 32533
Use Code:	NON-AG ACREAGE
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$114,114	$0	$114,114	$114,114
2018	$114,114	$0	$114,114	$114,114
2017	$114,114	$0	$114,114	$114,114

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/08/2018	7896	1988	$395,000	WD	View Instr
07/01/2015	7370	144	$100	WD	View Instr
03/17/2015	7316	266	$232,000	WD	View Instr
10/2006	6014	383	$394,000	WD	View Instr
04/1981	1536	203	$15,500	WD	View Instr
01/1978	1185	621	$10,500	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

BEG AT NW COR OR SEC S 00 DEG 17 MIN 39 SEC W ALG W LINE OF SD SEC 455 78/100 FT FOR POB CONT S 00 DEG 17 MIN 39 SEC W...

Extra Features

None

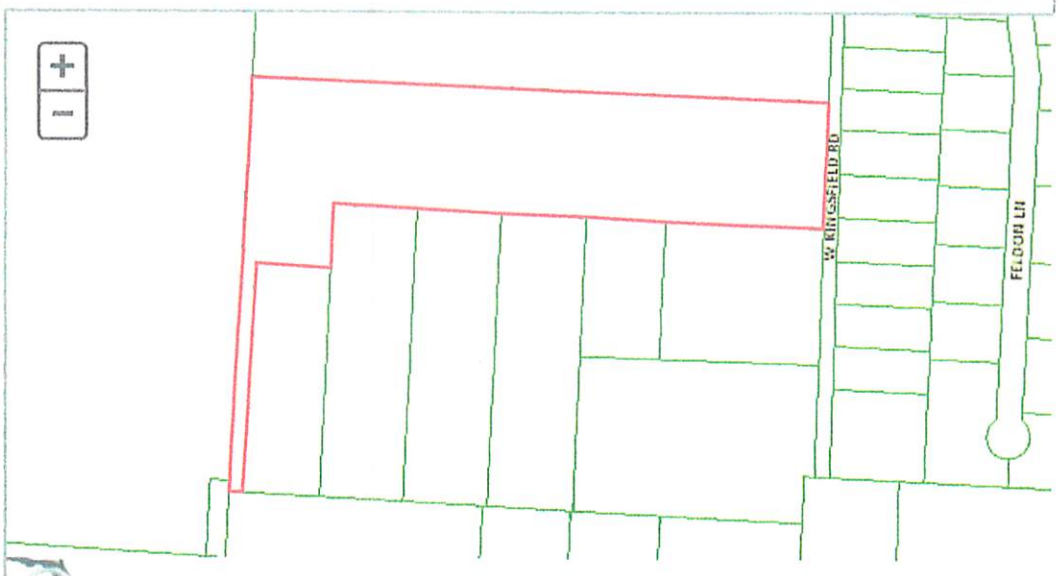
Parcel Information

Section Map Id:
30-1N-31-1

Approx. Acreage:
10.0100

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County, FL **Parcel Report** **Sunday, September 22, 2019**

Reference

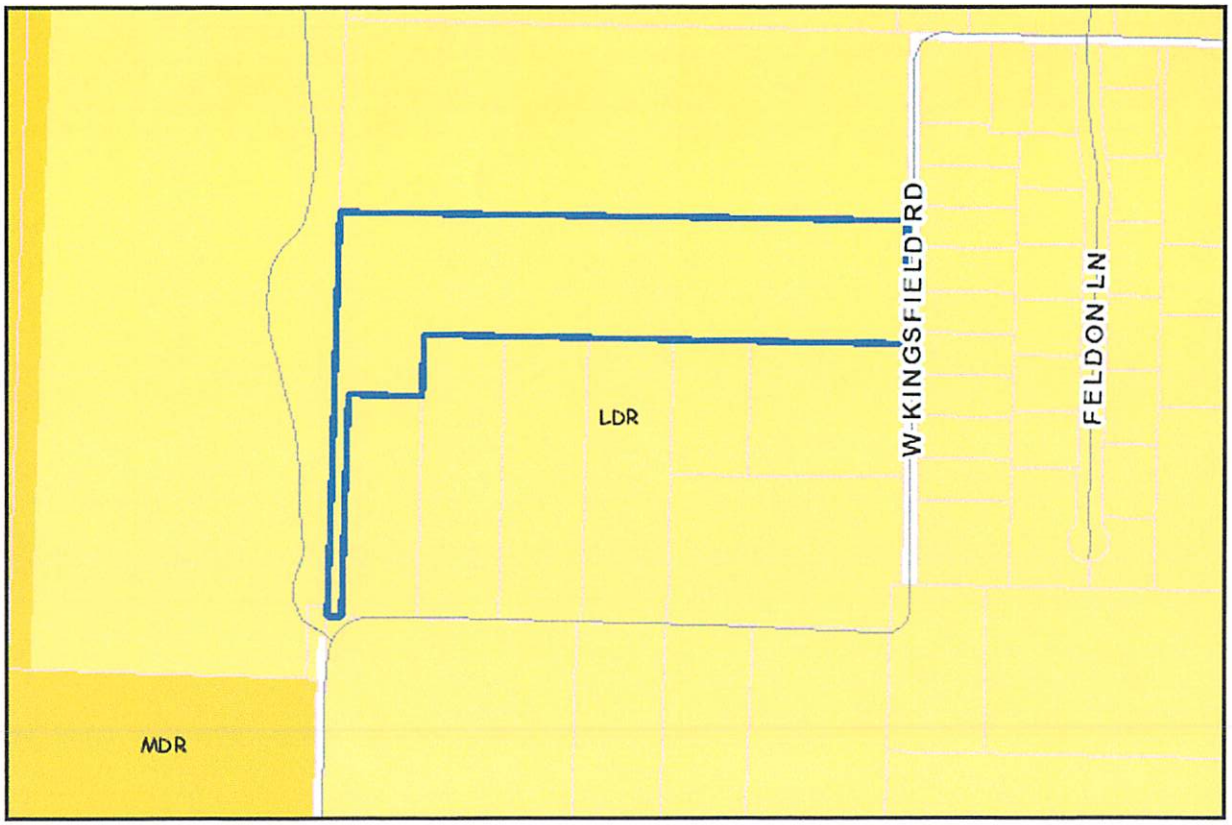
30-1N-31-2203-000-005

Owner Name

CROSBY SANDRA K

Owner Mailing Address

10321 EDENDALE RD
CANTONMENT, FL 32533



General Information

SITEADDR	2000 BLK W KINGFIELD RD	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=301N312203000005		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Escambia County, FL

Parcel Report

Sunday, September 22, 2019

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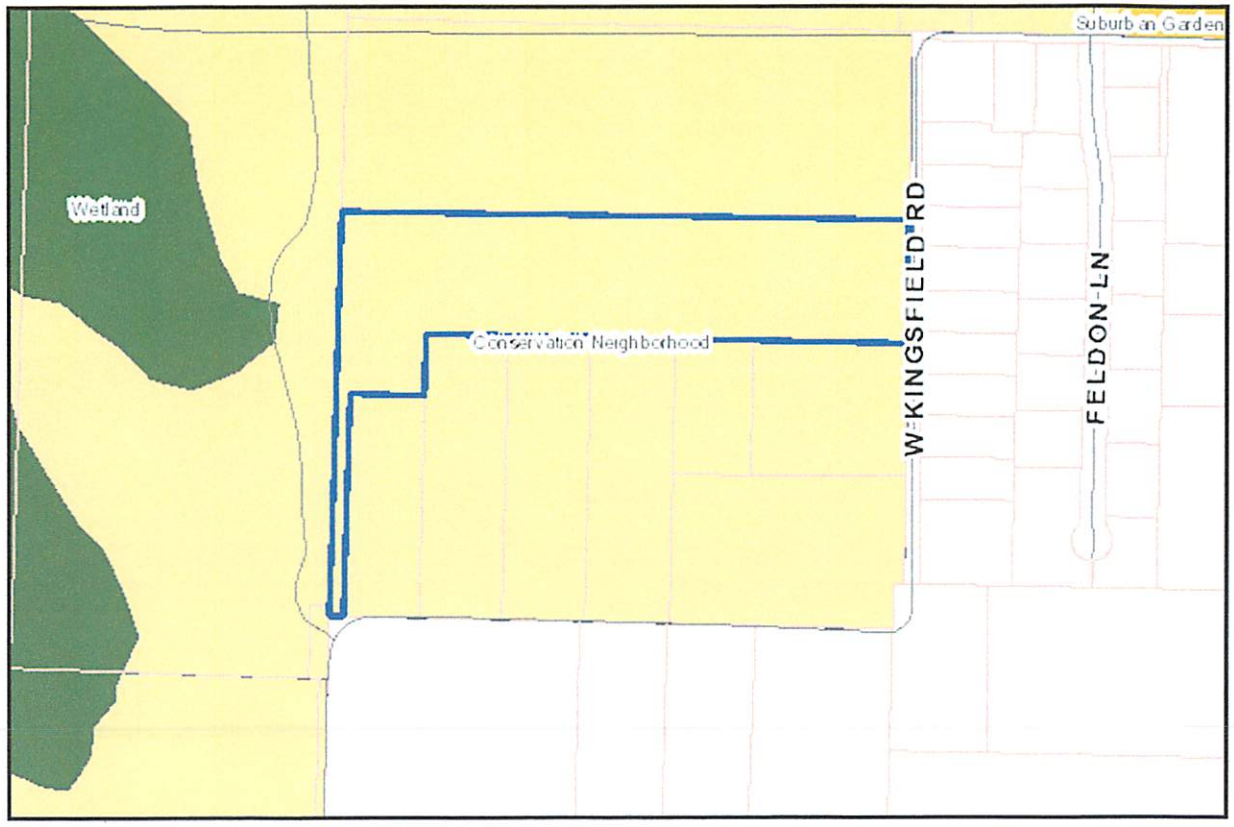

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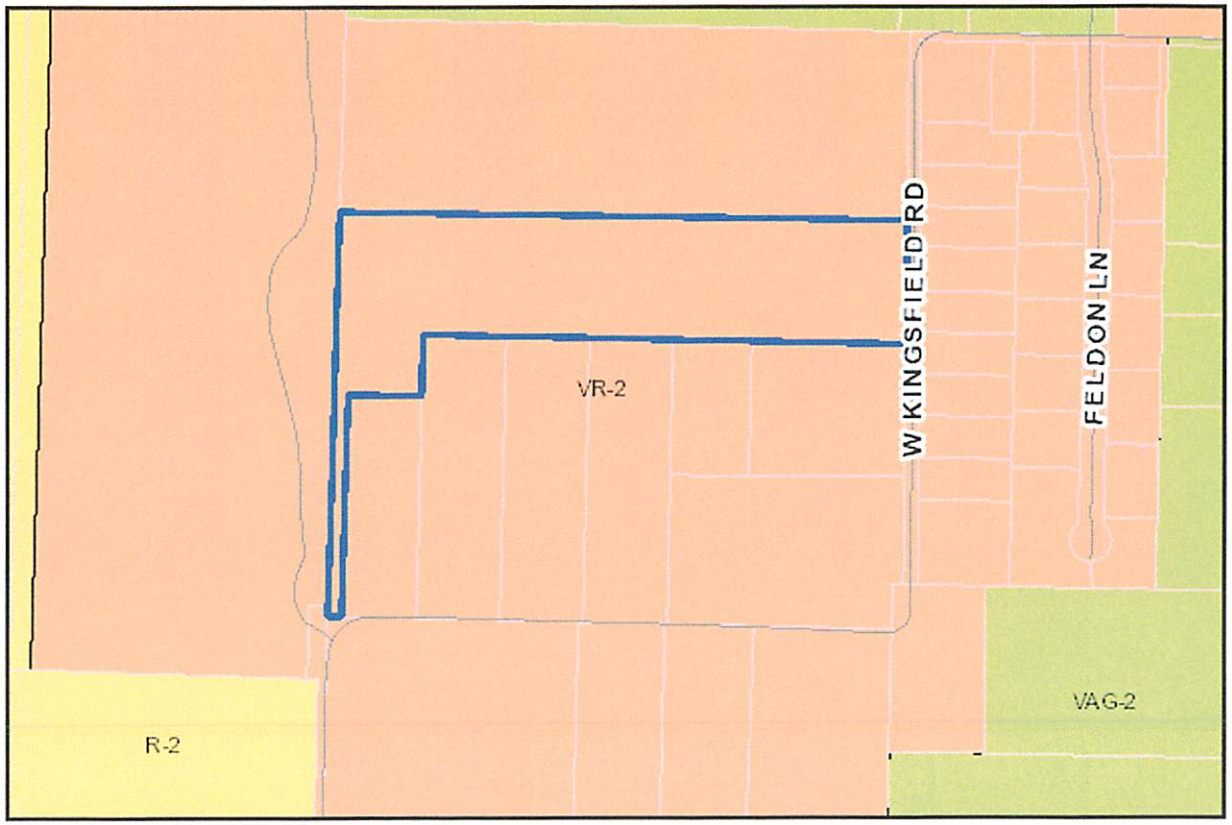

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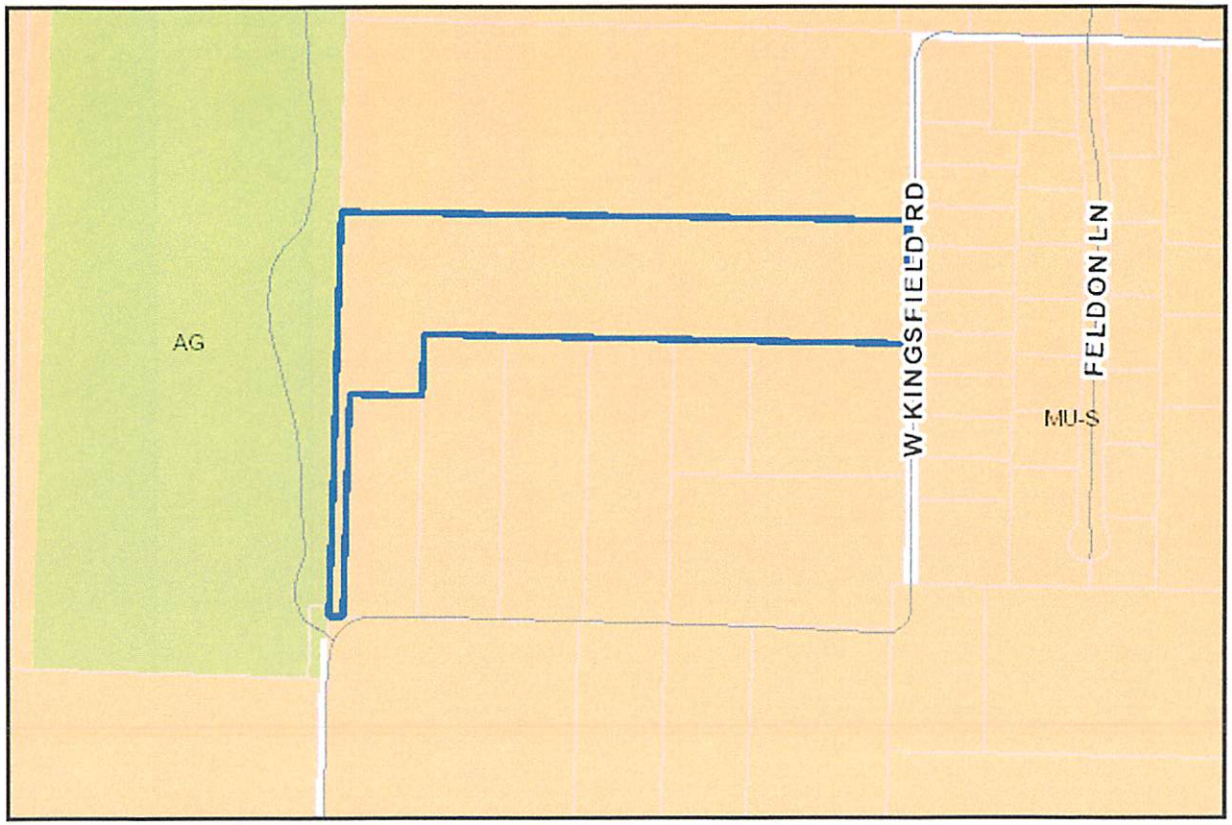
Escambia County, FL — Parcel Report — Sunday, September 22, 2019

Reference
30-1N-31-2203-000-005

Owner Name
CROSBY SANDRA K

Owner Mailing Address
10321 EDENDALE RD
CANTONMENT, FL 32533



General Information

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Conservation Neighborhoods

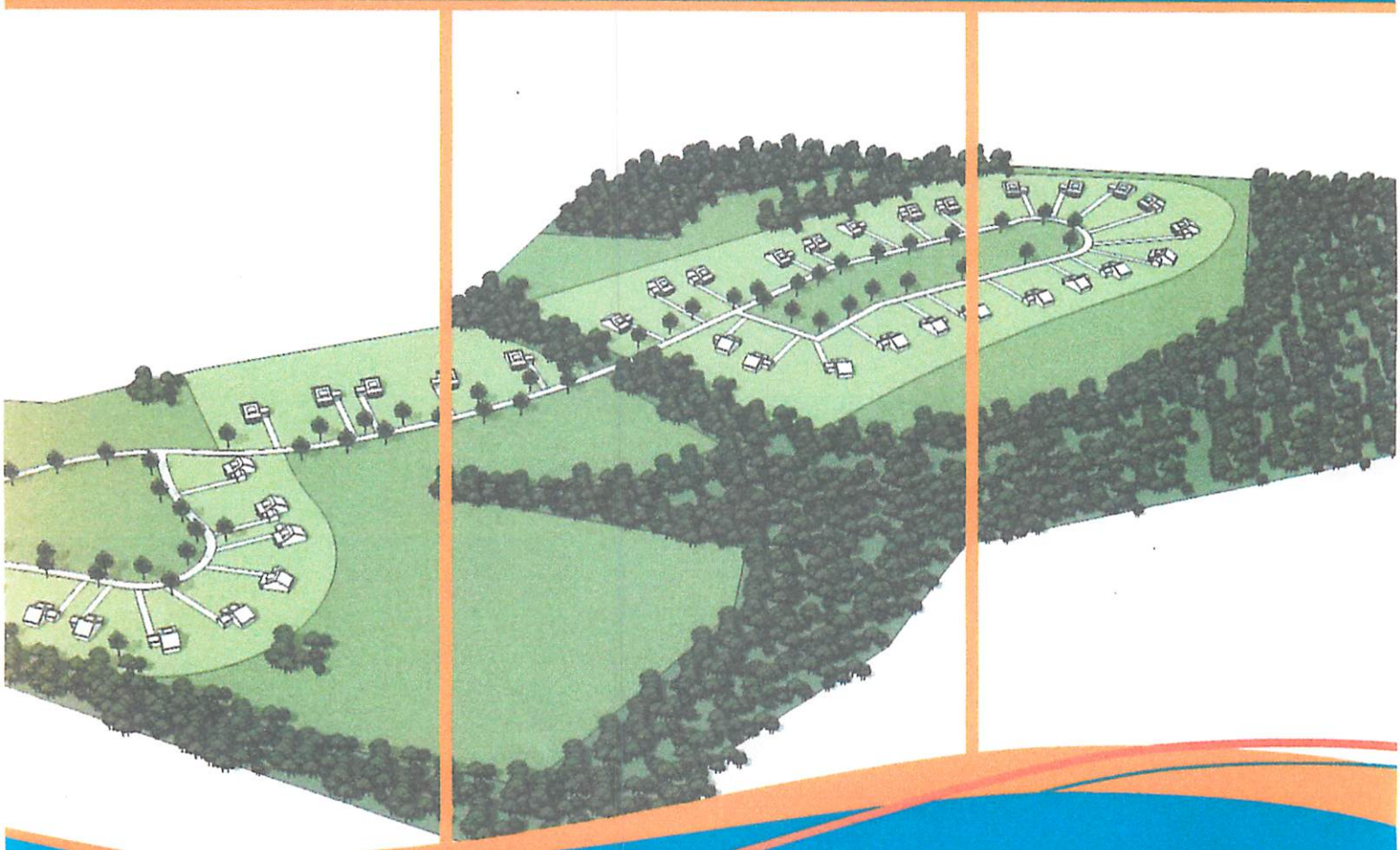


EXHIBIT C

Section 3.03 Conservation Neighborhood Guidelines

A. General Description

Conservation Neighborhoods are located greater than ½ mile from Town, Village and Neighborhood Centers and are typically located in more rural areas of the DSAP. They are subdivisions of clustered, single-family dwellings intended to:

- *Establish a more efficient use of land and infrastructure, thereby reducing costs to taxpayers, residents and developers.*
- *Offer landowners alternatives to conventional, large-lot development and incentivize the conservation of natural resources.*
- *Create usable and accessible open space for use by neighborhood residents.*
- *Contribute to an overall, interconnected open space system which links individual neighborhoods to parks and other publicly owned lands.*



B. Corresponding Escambia County Zoning District

(1) VAG-1, VR-1, R-1, V-1, V-2, V-2A, V-5, SDD

C. Permitted Uses

(1) Detached housing as well as those uses listed in the specific zoning category, schools, civic use, open space and parks.

D. Density

(1) Minimum Density: none

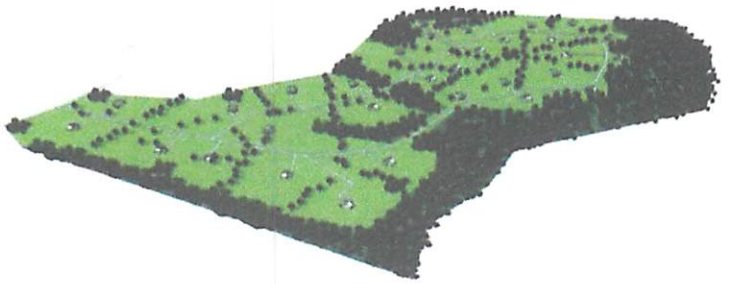
(2) Maximum Density: 3 DU/ Net Acre

E. Development Pattern and Design

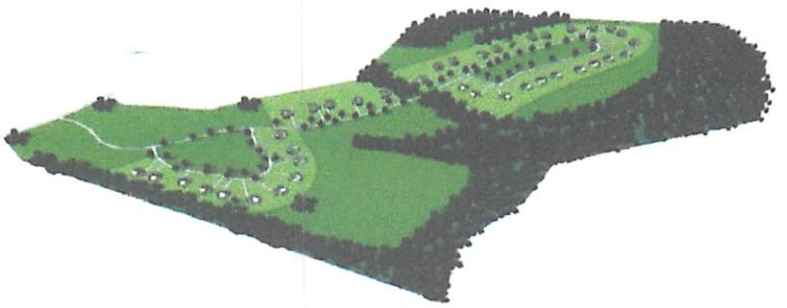
(1) The developed area of the subject site shall not exceed fifty (50) percent of the gross land area of the site.

(2) Development shall be arranged in compact, neighborhood clusters.

(3) Sites may contain multiple neighborhood clusters provided they are separated by open space.



Conventional Development



Cluster Development

F. Open Space

(1) At least fifty (50) percent of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land.

(2) Open space shall be arranged to preserve the function and integrity of on-site natural resources.

(3) Open space shall consist of ~~Primary and Secondary Conservation Areas, Improved Common Open Space, and/or Active Agricultural Areas~~ one or more of the following:

(a) Primary Conservation Areas – wetlands, watercourses, waterbodies and associated buffers, and lands conserved for the protection of flora, fauna and habitat. Such lands shall be managed as natural open space and maintained in a natural or restored condition.

(b) Secondary Conservation Area – other selected areas which contain attractive spaces that are unique to the character of the site.

(c) Improved Common Open Space – open space set aside for ~~passive~~ recreational purposes. These areas may contain accessory buildings and improvements necessary and appropriate for recreational and/ or public uses.

(d) Active Agricultural Areas – improved land used for bona fide agriculture uses subject to Best Management Practices of the Florida Department of Agriculture and Consumer Services including structures and facilities to support bona fide agricultural uses.

(4) Up to ½ of the required open space area may include stormwater facilities provided such facilities are designed as a community amenity.

(5) Open space should be contiguous to greenways, trails, public parks or other open spaces on adjoining parcels in order to promote the creation of larger, interconnected open space system.

(6) Required open space should be encouraged to have access from the subject sites buildable area, except areas that contain bona fide agricultural activities.

G. Streets

(1) Refer to Section 7 for typical cross sections for Conservation Neighborhoods.

(2) Roadways should be designed according to best engineering practices and encouraged to follow existing contours to minimize the extent of cuts and fills.

Both DSAPs have been divided into planning sub-areas; each of which has been assigned a specific land use and development program within the accompanying development program spreadsheets. Each Regional Employment, Town, Village and Neighborhood Center District was assigned a non-residential development program based on their proportionate share of the overall sector plan's maximum non-residential square footage for such land use; and were guided by the adopted sector plan policies (FLU 5.2.1 and FLU 5.5.1). Where applicable, the development program for these districts also includes the targeted residential density and units allowed by the adopted sector plan policies. ~~No changes to the adopted land use mix for these areas have been proposed.~~

Areas designated as strictly residential neighborhoods were sub-divided into four districts: Traditional Village, Traditional Garden, Suburban Garden and Conservation N eighborhood. Each of these districts was then assigned maximum, minimum and median or "target" densities based upon adopted sector plan policies (FLU 5.5.2). Development programs for each of the residential planning areas were calculated utilizing the aforementioned districts' respective density range and acreage.

Section 2.02 Development Program

ESCAMBIA COUNTY - JACKS BRANCH DSAP / DEVELOPMENT PROGRAM CALCULATIONS

LAND USE		DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS			MAX. NON-RES. SQ. FT.
						LOW	*MEDIUM*	*HIGH*	
Conservation Neighborhood		2,565.6	0.1	1	3	256	2,565	7,696	0
Suburban Garden		1,422.9	3	5	10	4,268	7,114	14,228	0
Traditional	Garden	454.6	5	7	15	2,273	3,182	6,819	0
	Village	155.2	7	12	20	1,086	1,862	3,104	0
Village Center*		40.0	7	15	25	84	180	300	200,000
Town Center **		300.0	10	15	25	1,200	1,800	3,000	1,200,000
Regional Employment District***		283.2	10	15	20	141	212	283	2,500,000
Neighborhood Center		10.2	5	5	5	50	50	50	30,000
Utility		0.0	0	0	0	0	0	0	0
TOTALS:		**5,231.7**				**9,358**	**16,965**	**35,480**	**3,930,000**

* Density assumptions in the Village Centers are applied to 30% of developable acreage
** Density assumptions in the Town Centers are applied to 40% of developable acreage
*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage
NOTE 1: *Differences in the total units from that in the detailed density chart are due to rounding.*
NOTE 2: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - MUSCOGEE DSAP / DEVELOPMENT PROGRAM CALCULATIONS

LAND USE		DEV. ACRES	LOW DEN.	MED. DEN.	HIGH DEN.	UNITS			MAX. NON-RES. SQ. FT.
						LOW	*MEDIUM*	*HIGH*	
Conservation Neighborhood		1,289.9	0.1	1	3	128	1,289	3,869	0
Suburban Garden		347.8	3	5	10	1,043	1,738	3,477	0
Traditional	Garden	140.3	5	7	15	701	981	2,103	0
	Village	92.9	7	12	20	649	1,114	1,857	0
Village Center*		44.2	7	15	25	92	198	331	200,000
Town Center **		0.0	10	15	25	0	0	0	0
Regional Employment District***		1,455.0	10	15	20	727	1,091	1,455	8,000,000
Neighborhood Center		10.0	5	5	5	50	50	50	30,000
Utility		0.1	0	0	0	0	0	0	0
TOTALS:		**3,380.1**				**3,390**	**6,461**	**13,142**	**8,230,000**

* Density assumptions in the Village Centers are applied to 30% of developable acreage
** Density assumptions in the Town Centers are applied to 40% of developable acreage
*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage
NOTE 1: *Differences in the total units from that in the detailed density chart are due to rounding.*
NOTE 2: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - JACKS BRANCH DSAP / DEVELOPMENT PROGRAM CALCULATIONS

PARCEL NUMBER	RESIDENTIAL LAND USE	DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS		
						LOW	MID	HIGH
JB-1	Conservation Neighborhood	190.5	0.1	1	3	19	190	571
JB-2	Conservation Neighborhood	94.9	0.1	1	3	9	94	284
JB-3	Suburban Garden	62.5	3	5	10	187	312	624
JB-4	Suburban Garden	29.8	3	5	10	89	149	298
JB-5	Suburban Garden	12.1	3	5	10	36	60	120
JB-6	Suburban Garden	11.6	3	5	10	34	57	115
JB-7	Traditional Garden	6.8	5	7	15	34	47	102
JB-8	Conservation Neighborhood	178.9	0.1	1	3	17	178	536
JB-9	Conservation Neighborhood	79.7	0.1	1	3	7	79	239
JB-10	Suburban Garden	65.3	3	5	10	195	326	652
JB-11	Conservation Neighborhood	60.7	0.1	1	3	6	60	181
JB-12	Conservation Neighborhood	83.2	0.1	1	3	8	83	249
JB-13	Conservation Neighborhood	10.2	0.1	1	3	1	10	30
JB-14	Conservation Neighborhood	276.7	0.1	1	3	27	276	830
JB-15	Suburban Garden	57.0	3	5	10	171	285	570
JB-16	Suburban Garden	25.3	3	5	10	75	126	253
JB-17	Suburban Garden	3.5	3	5	10	10	17	34
JB-18	Neighborhood Center	5.0	5	5	5	25	25	25
JB-19	Suburban Garden	5.9	3	5	10	17	29	58
JB-20	Suburban Garden	8.5	3	5	10	25	42	84
JB-21	Suburban Garden	114.1	3	5	10	342	570	1,140
JB-22	Conservation Neighborhood	139.5	0.1	1	3	13	139	418
JB-23	Suburban Garden	38.2	3	5	10	114	190	381
JB-24	Suburban Garden	74.6	3	5	10	223	372	745
JB-25	Suburban Garden	26.4	3	5	10	79	131	263
JB-26	Traditional Garden	58.1	5	7	15	290	406	871
JB-27	Village Center*	40.0	7	15	25	84	180	300
JB-28	Traditional Garden	31.8	5	7	15	159	222	477
JB-29	Conservation Neighborhood	279.9	0.1	1	3	27	279	839
JB-30	Conservation Neighborhood	301.3	0.1	1	3	30	301	903
JB-31	Suburban Garden	73.6	3	5	10	220	367	735
JB-32	Suburban Garden	61.4	3	5	10	184	307	614
JB-33	Suburban Garden	74.9	3	5	10	224	374	748
JB-34	Traditional Garden	23.7	5	7	15	118	166	355
JB-35	Suburban Garden	36.3	3	5	10	108	181	362
JB-36	Suburban Garden	38.4	3	5	10	115	192	384
JB-37	Conservation Neighborhood	94.7	0.1	1	3	9	94	283
JB-38	Conservation Neighborhood	68.7	0.1	1	3	6	68	206
JB-39	Suburban Garden	57.4	3	5	10	172	286	573
JB-40	Traditional Garden	63.2	5	7	15	316	442	948
JB-41	Traditional Village	99.5	7	12	20	696	1,194	1,990
JB-42	Suburban Garden	36.0	3	5	10	108	180	360
JB-43	Suburban Garden	104.7	3	5	10	314	523	1,046
JB-44	Suburban Garden	2.3	3	5	10	6	11	22
JB-45	Regional Employment***	6.5	10	15	20	3	4	6
JB-46	Regional Employment***	71.9	10	15	20	35	53	71
JB-47	Regional Employment***	124.3	10	15	20	62	93	124
JB-48	Regional Employment***	80.4	10	15	20	40	60	80
JB-49	Neighborhood Center	5.1	5	5	5	25	25	25
JB-50	Conservation Neighborhood	5.0	0.1	1	3	0	5	15
JB-51	Conservation Neighborhood	238.9	0.1	1	3	23	238	716
JB-52	Conservation Neighborhood	342.9	0.1	1	3	34	342	1,028
JB-53	Conservation Neighborhood	38.3	0.1	1	3	3	38	114
JB-54	Conservation Neighborhood	2.7	0.1	1	3	0	2	8
JB-55	Suburban Garden	42.4	3	5	10	127	211	423
JB-56	Suburban Garden	64.7	3	5	10	193	323	646
JB-57	Suburban Garden	77.8	3	5	10	233	388	777
JB-58	Traditional Garden	61.2	5	7	15	305	428	917
JB-59	Traditional Garden	21.2	5	7	15	105	148	317
JB-60	Town Center**	190.2	10	15	25	760	1,141	1,901
JB-61	Traditional Garden	13.6	5	7	15	67	95	203
JB-62	Town Center**	32.0	10	15	25	128	192	320
JB-63	Town Center**	77.8	10	15	25	311	466	778
JB-64	Suburban Garden	72.5	3	5	10	217	362	724
JB-65	Conservation Neighborhood	79.2	0.1	1	3	7	79	237
JB-66	Suburban Garden	17.6	3	5	10	52	87	175
JB-67	Suburban Garden	8.3	3	5	10	24	41	82
JB-68	Suburban Garden	16.3	3	5	10	48	81	162
JB-69	Traditional Village	27.2	7	12	20	190	326	543
JB-70	Traditional Village	28.5	7	12	20	199	342	570
JB-71	Suburban Garden	75.3	3	5	10	225	376	753
JB-72	Traditional Garden	105.5	5	7	15	527	738	1,582
JB-73	Traditional Garden	58.9	5	7	15	294	412	883
JB-74	Traditional Garden	10.6	5	7	15	52	74	158
JB-75	Suburban Garden	28.9	3	5	10	86	144	288
	TOTALS:	5,231.7				9,324	16,934	35,444

* Density assumptions in the Venter Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of develoopable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

ESCAMBIA COUNTY - MUSCOGEE DSAP / DEVELOPMENT PROGRAM CALCULATIONS

PARCEL NUMBER	RESIDENTIAL LAND USE	DEV. ACRES	LOW DENSITY	MED. DENSITY	HIGH DENSITY	UNITS		
						LOW	MID	HIGH
M-1	Conservation Neighborhood	147.4	0.1	1	3	14	147	442
M-2	Suburban Garden	71.0	3	5	10	212	354	709
M-3	Suburban Garden	19.8	3	5	10	59	99	198
M-4	Traditional Village	11.5	7	12	20	80	137	229
M-5	Traditional Village	10.1	7	12	20	70	120	201
M-6	Traditional Garden	65.7	5	7	15	328	459	984
M-7	Suburban Garden	84.0	3	5	10	252	420	840
M-8	Traditional Garden	44.1	5	7	15	220	308	661
M-9	Traditional Village	39.0	7	12	20	272	467	779
M-10	Village Center*	8.5	7	15	25	17	38	63
M-11	Village Center*	35.6	7	15	25	74	160	267
M-12	Traditional Village	32.4	7	12	20	226	388	647
M-13	Suburban Garden	33.3	3	5	10	99	166	333
M-14	Suburban Garden	3.5	3	5	10	10	17	34
M-15	Conservation Neighborhood	180.3	0.1	1	3	18	180	540
M-16	Utility	0.1	0	0	0	0	0	0
M-17	Suburban Garden	20.9	3	5	10	62	104	208
M-18	Suburban Garden	18.6	3	5	10	55	93	186
M-19	Conservation Neighborhood	7.5	0.1	1	3	0	7	22
M-20	Conservation Neighborhood	214.2	0.1	1	3	21	214	642
M-21	Suburban Garden	82.8	3	5	10	248	414	828
M-22	Traditional Garden	30.5	5	7	15	152	213	457
M-23	Neighborhood Center	5.0	5	5	5	25	25	25
M-24	Conservation Neighborhood	26.3	0.1	1	3	2	26	78
M-25	Conservation Neighborhood	95.1	0.1	1	3	9	95	285
M-26	Conservation Neighborhood	60.8	0.1	1	3	6	60	182
M-27	Conservation Neighborhood	105.0	0.1	1	3	10	104	314
M-28	Regional Employment***	44.8	10	15	20	22	33	44
M-29	Regional Employment***	265.3	10	15	20	132	198	265
M-30	Regional Employment***	28.6	10	15	20	14	21	28
M-31	Regional Employment***	19.1	10	15	20	9	14	19
M-32	Regional Employment***	33.3	10	15	20	16	24	33
M-33	Neighborhood Center	5.0	5	5	5	24	24	24
M-34	Regional Employment***	8.0	10	15	20	3	5	7
M-35	Regional Employment***	48.2	10	15	20	24	36	48
M-36	Regional Employment***	33.1	10	15	20	16	24	33
M-37	Regional Employment***	71.7	10	15	20	35	53	71
M-38	Regional Employment***	5.6	10	15	20	2	4	5
M-39	Regional Employment***	93.6	10	15	20	46	70	93
M-40	Regional Employment***	4.8	10	15	20	2	3	4
M-41	Regional Employment***	13.8	10	15	20	6	10	13
M-42	Regional Employment***	187.8	10	15	20	93	140	187
M-43	Regional Employment***	23.3	10	15	20	11	17	23
M-44	Regional Employment***	83.5	10	15	20	41	62	83
M-45	Suburban Garden	13.9	3	5	10	41	69	138
M-46	Regional Employment***	1.5	10	15	20	0	1	1
M-47	Regional Employment***	129.8	10	15	20	64	97	129
M-48	Regional Employment***	35.4	10	15	20	17	26	35
M-49	Regional Employment***	311.8	10	15	20	155	233	311
M-50	Regional Employment***	10.5	10	15	20	5	7	10
M-51	Regional Employment***	1.8	10	15	20	0	1	1
M-52	Conservation Neighborhood	46.1	0.1	1	3	4	46	138
M-53	Conservation Neighborhood	17.2	0.1	1	3	1	17	51
M-54	Conservation Neighborhood	33.7	0.1	1	3	3	33	101
M-55	Conservation Neighborhood	35.2	0.1	1	3	3	35	105
M-56	Conservation Neighborhood	73.3	0.1	1	3	7	73	219
M-57	Conservation Neighborhood	247.8	0.1	1	3	24	247	743
	TOTALS:	**3,380.1**				**3,361**	**6,438**	**13,116**

* Density assumptions in the Venter Centers are applied to 30% of developable acreage

** Density assumptions in the Town Centers are applied to 40% of developable acreage

*** Density assumptions in the Regional Employment Districts are applied to 5% of developable acreage

NOTE: *Developable acreage is approximate and is subject to change as a result of final engineering and surveying.*

Escambia County Comprehensive Plan: 2030

Chapter 1 Legal.

Section 1.01 Title.

This ordinance shall be known as the "Escambia County Comprehensive Plan: 2030". Additionally, the Escambia County Comprehensive Plan will be referred to as "The Plan."

Section 1.02 Jurisdiction.

The lands subject to this ordinance shall include all unincorporated areas of Escambia County.

Section 1.03 Intent.

It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above. This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

The Board of County Commissioners of Escambia County finds that the goals, objectives, policies and regulations set forth hereunder are a necessary and proper means for planning and regulating the development and use of land in the county and for otherwise protecting and promoting the public health, safety, and general welfare of its citizens. It is the intent of this Comprehensive Plan to set general guidelines and principles concerning its purposes and contents and that this Plan shall be construed broadly to accomplish its stated purposes and objective.

Section 1.04 Effect on previous plan.

This Comprehensive Plan supersedes and replaces the Escambia County Comprehensive Plan, which was adopted by the Board of County Commissioners on October 20, 1993, as amended.

Sec. 3-2.5 - Low density residential district (LDR).

(a) *Purpose.* The low density residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the rural residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) *Permitted uses.* Permitted uses within the LDR district are limited to the following:

(1) *Residential.*

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multifamily dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) *Retail sales.* No retail sales.

(3) *Retail services.* No retail services.

(4) *Public and civic.*

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated equines kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture.

See also conditional uses in this district.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the LDR district:

(1) *Residential.*

a. Accessory dwellings on lots less than two acres.

b. Home occupations with non-resident employees.

(2) *Public and civic.*

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

e. Places of worship.

f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(3) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(4) *Agricultural and related.* Horses and other domesticated equines kept on site, and stables for such animals, as a private residential accessory not among the permitted

uses of the district, or for public riding on land zoned SDD prior to adoption of LDR zoning. A minimum lot area of two acres if accessory to a private residential use and a minimum ten acres if for public riding, with a maximum of one animal per acre for either use.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the LDR district:

(1) *Density.* A maximum density of four dwelling units per acre.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 for all uses.

(3) *Structure height.* A maximum structure height of 45 feet. See height definition.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 60 feet at the right-of-way.

(6) *Lot coverage.* Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty-five feet in the front and rear.

b. *Sides.* On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) *Other requirements.*

a. *Horse shelters.* Stables or other structures for sheltering horses or other domesticated equines shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All nonresidential uses within the LDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.

(f) *Rezoning to LDR.* Low density residential zoning may be established only within the mixed-use suburban (MU-S) future land use category. The district is suitable for suburban areas with or without central water and sewer. The district is appropriate to provide transitions between areas zoned or used for rural residential or rural mixed-use and areas zoned or used for low density mixed-use or medium density residential.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-32, § 1, 8-20-2015; Ord. No. 2015-44, § 1, 10-8-2015; Ord. No. 2015-51, § 1, 11-5-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-20, § 1, 4-6-2017; Ord. No. 2019-18, § 3, 4-4-2019)

EXHIBIT D

Approved _____ Colby Brown, P.E. or Designee / Date 2018

This document has been reviewed in accordance with requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor, or other signatory from responsibility of details as drawn.

INL

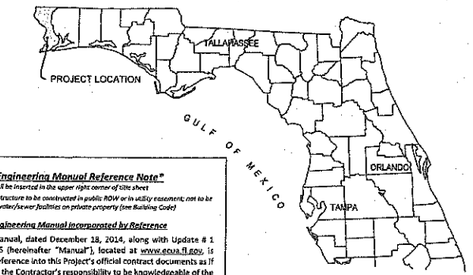
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	TYPICAL SECTION & DETAILS
4	EXISTING CONDITIONS
5	CLEARING AND GRUBBING PLAN
6	GEOMETRIC LAYOUT PLAN
7	LOT GRADING PLAN
8	STORMWATER MANAGEMENT FACILITY
9-11	PLAN AND PROFILE
12	UTILITY PLAN
13-15	CONSTRUCTION DETAILS

CONSTRUCTION PLANS
FOR
RISHWOOD

A SUBDIVISION OF A PORTION OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

34 LOTS ZONED: LDR DSAP: CONSERVATION NEIGHBORHOOD

68V PAY DIRT, LLC
29891 WOODROW LANE, SUITE 300
SPANISH FORT, AL 36527



ECUA Engineering Manual Reference Note*

*Note shall be inserted in the upper right corner of title sheet

* applicable only to ECUA infrastructure to be constructed in public ROW or in utility easement; not to be applied to private water/sewer facilities on private property (see Building Code)

A. ECUA Engineering Manual Incorporated by Reference

The ECUA Engineering Manual, dated December 18, 2014, along with Update # 1 dated September 1, 2016 (hereinafter "Manual"), located at www.ecua.fl.gov, is hereby incorporated by reference into this Project's official contract documents as if fully set forth therein. It is the Contractor's responsibility to be knowledgeable of the Manual's contents and to construct the Project in accordance with the Manual. The Contractor shall provide its employees access to the Manual at all times, via Project site or office, via digital or paper format. In the event of a conflict between the Manual and Plans, Contractor shall consult Engineer of Record for proper resolution.

B. Additional Documents (to be completed by the Engineer of Record)

Does this Project have additional technical specifications or construction details that supplement and/or supersede the Manual listed above? ☐YES ☐NO. If yes, Contractor shall construct Project in accordance with said documents as listed and located below:

Document Name	Document Type: Specification	Document Type: Detail	Location: Plans	Location: Project Manual*
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

*Project Manuals used only with ECUA CIP Projects

C. Engineer of Record Responsibilities

The Engineers of Record (EORs) that have affixed their seals and signatures on these plans warrant their portions of the plans have been designed in accordance with the Manual (unless otherwise directed by the ECUA Project Engineer). The EORs shall be knowledgeable of the Manual's contents and shall assume responsibility for its use on this Project.

Utility addendums must be submitted prior to roadway construction.
Only conventional steel RCP is acceptable under County roadways and curb lines. All pipes within County ROW's shall be a minimum 18" diameter, shall have a minimum 1foot of cover, and shall be watertight prior to acceptance and at the end of the 2-year warranty/compliance period.

DRAINAGE FEE

Imperv. Surf. 52,755 ft.
Stormwater Ret. 0.1% (F)
Total Drainage Fee $263.78
Pond Maint. Fee: PRIVATE

SITE DATA

Developer/ Property Owner: 68V PAY DIRT LLC, 29891 Woodrow Lane, Suite 300, Spanish Fort, AL 36527

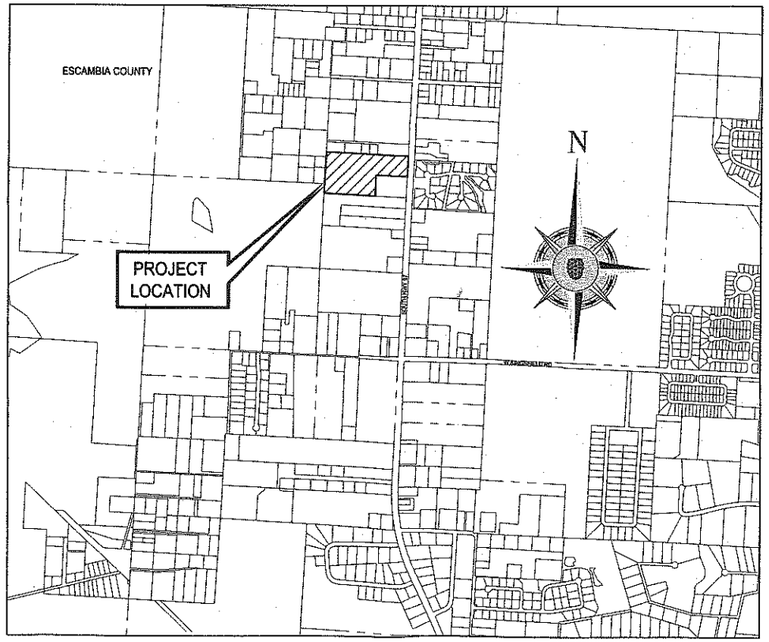
Surveyor: DEWBERRY | PREBLE-RISH, 9949 Bellaton Avenue. Daphne, AL 36526, (251) 990-9950 - ggibson@dewberry.com, George D. Gibson III, P.L.S. - FL NO. 5830

Engineer: DEWBERRY, 139 E Government St. Pensacola, FL 32502, (850) 571-1200 - jsklarski@dewberry.com, Jonathan M. Sklarski, P.E. - FL NO. 67361

Gross Project Area:	15.00 Acres (14.0 buildable)
Wetland Area:	1.00 Acres
Gross Density:	2.3 Units / Acre (Residential)
Current Zoning:	LDR
Type of Subdivision:	Single Family Dwelling
Number of Lots:	34 Lots
Contour Interval:	One-Foot
Datum:	NGVD
Street Length:	1,065 L.F.
Type of Streets:	Private
R/W Width:	60'
Pavement Width:	31' Bike Lane to Bike Lane.
Street Maintenance:	Private, HOA
Stormwater Maintenance	Private, HOA
Min. Lot Area:	60' x 120' (7,200 square feet)
Min. Lot Width at Building Line:	60 feet
Min. Depth of Front Yard:	25 feet
Min. Depth of Rear Yard:	25 feet
Min. Width of Each Side Yard:	6.0 feet
Max. Building Area as % of Gross Lot Area:	N/A
Max. Building Height (feet):	45 feet
Max. Building Height (stories):	N/A
Tax Parcel ID:	22-1N-31-1303-005-001

FLOOD ZONE NOTE

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 0.2 - PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0280G, MAP REVISION DATED SEPTEMBER 29, 2006.



LOCATION MAP
NOT TO SCALE

DESCRIPTION

A PORTION OF THE EAST ONE HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE RUN NORTH 87°15'55" WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1388.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD #97 (100' R/W); THENCE RUN NORTH 02°44'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2482.80 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5282, PAGE 1811; THENCE RUN NORTH 87°06'41" WEST, A DISTANCE OF 500.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°06'41" WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 764.80 FEET TO A CAPPED 1/2" IRON ROD (#3578); THENCE RUN NORTH 03°11'55" EAST, A DISTANCE OF 162.98 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED (PITMAN); THENCE RUN NORTH 03°26'34" EAST, A DISTANCE OF 455.04 FEET TO A 1" OPEN END PIPE; THENCE RUN SOUTH 87°09'17" EAST, A DISTANCE OF 1257.47 FEET TO A 1" OPEN END PIPE ON THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD #97 (100' R/W); THENCE RUN SOUTH 02°44'10" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 304.69 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7431, PAGE 210; THENCE RUN NORTH 87°10'59" WEST ALONG SAID NORTH LINE, A DISTANCE OF 499.56 FEET TO A CAPPED 1/2" IRON ROD (LB 7107) ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7431, PAGE 210 AND OFFICIAL RECORDS BOOK 7438, PAGE 1358; THENCE RUN SOUTH 02°48'17" WEST ALONG SAID WEST LINE, A DISTANCE OF 353.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN ESCAMBIA COUNTY, FLORIDA AND CONTAINING 653,423 SQUARE FEET (15.00 ACRES) MORE OR LESS.

SECTOR PLAN MINIMUM REQUIREMENTS

1) TYPICAL ROADWAY SECTION PER FIGURE 7.
2) DISTRICT TARGET DENSITY REQUIREMENTS => 1.7 DU/ACRE
3) 50% OPEN SPACE REQUIREMENT => .5(15.0) = 7.5 ACRES
4) FRONTAGE TREES SPACE (50) FEET ON CENTER TO BE INSTALLED BY HOMEBUILDER
5) 5' WIDE SIDEWALK ALONG SOUTH HIGHWAY 97 TO BE CONSTRUCTED BY CONTRACTOR.
6) PRIMITIVE WALKING TRAIL AROUND TO BE CONSTRUCTED BY CONTRACTOR PRIOR TO FINAL PLAT APPROVAL

48 HOURS BEFORE YOU DIG CALL SUNSHINE ONE 1-800-432-4770 www.callsunshine.com

I. GENERAL

A. "THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, AND PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER."
B. "CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION."
C. "THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850) 595-3434. AS-BUILT PLANS AND CERTIFICATION ARE REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL."
D. "NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770."
E. "ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION".
F. "NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN COUNTY ACCEPTANCE OF IMPROVEMENTS"

EROSION CONTROL

G. "THE DEVELOPER/CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION."
H. "RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS."
I. "ALL DISTURBED AREAS WHICH ARE NOT SODDED OR PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH AND/OR HYDROSEED. SEEDED AREAS SHALL INCLUDE A BAHIA MIX TO ENSURE CONTINUED GROWTH AFTER WINTER MONTHS. SEED IN ACCORDANCE WITH FDOT SECTION 570 AND STANDARD INDEX 105.

PLANS PREPARED BY:

Dewberry

139 E GOVERNMENT STREET,
PENSACOLA, FL 32502
(850) 497-6053

DEW PROJECT NO.: 50096815

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER'S STATEMENT

ALL PROPOSED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WILL ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

ENGINEER OF RECORD: Jonathan M. Sklarski P.E 67361

NOT FOR CONSTRUCTION
JUNE 2018

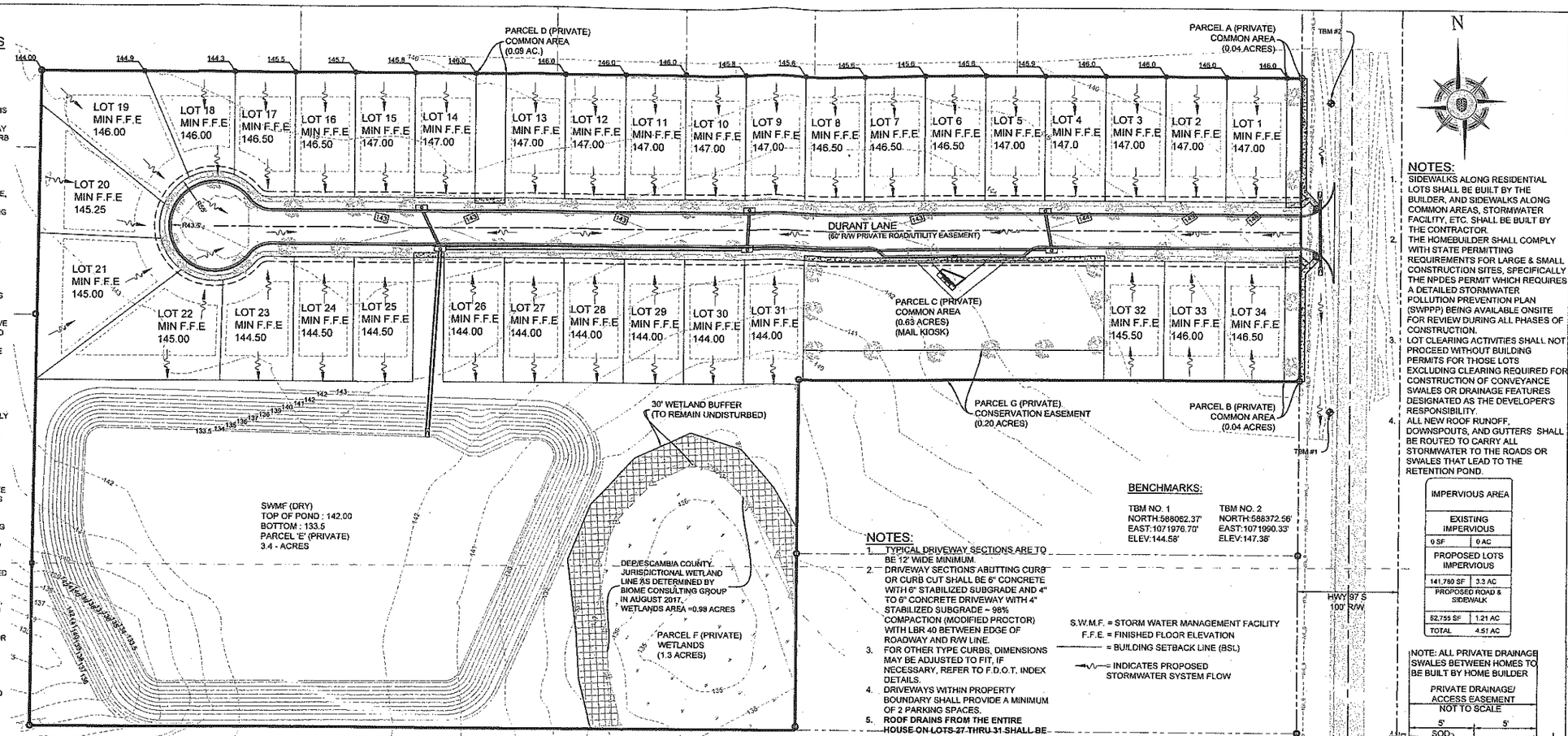
SHEET NO. 1

50096815 - RISHWOOD

May 29, 2018 (15:01:08 EST)
Q:\50096815 TANGLEWOOD\CAD\CIVIL\CONSTRUCTION PLANS\DEW COVERSHEET.DWG

MINIMUM STANDARDS FOR TYPICAL RESIDENTIAL GRADING CONTROL PLAN

1. A POSITIVE DRAINAGE OUTFALL IS A CONVEYANCE SYSTEM (DRAINAGE EASEMENT, ROADWAY WITH A DRAINAGE SYSTEM – CURB & GUTTER, OR DITCH) WHICH CONTAINS, CONTROLS, AND TRANSMITS STORMWATER RUNOFF TO A CREEK, STREAM, RIVER, BAY, GULF, OCEAN, OR OTHER WATERS OF THE STATE, OR WATERS OF THE UNITED STATES, OR TO ANY FUNCTIONING ESCAMBIA COUNTY OR STATE DRAINAGE SYSTEM.
2. FINISH FLOOR ELEVATION SHALL BE AS SPECIFIED BY BUILDING CODE.
3. THESE ARE MINIMAL REQUIREMENTS AND DO NOT RELIEVE THE BUILDER FROM PROVIDING ADDITIONAL GRADING TO DIRECT STORMWATER TO A POSITIVE OUTFALL DRAINAGE SYSTEM AND ELIMINATE NEGATIVE IMPACTS TO ADJACENT LOTS AND PROPERTIES.
4. DISTURBED LOT AREAS SHALL BE COMPLETELY STABILIZED WITH SOD. IF THE HOME IS CONSTRUCTED, STABILIZE THE FIRST 10' WITH SOD AND SOD AND/OR SEED AND MULCH THE REMAINDER OF THE LOT.
5. THE HOMEBUILDER SHALL COMPLY WITH STATE PERMITTING REQUIREMENTS FOR LARGE AND SMALL CONSTRUCTION SITES, SPECIFICALLY THE NPDES PERMITS WHICH REQUIRES A DETAILED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEING AVAILABLE ONSITE FOR REVIEW DURING ALL PHASES OF CONSTRUCTION.
6. LOT CLEARING ACTIVITIES SHALL NOT PROCEED WITHOUT BUILDING PERMITS FOR THOSE LOTS EXCLUDING CLEARING REQUIRED FOR CONSTRUCTION OF CONVEYANCE SWALES OR DRAINAGE FEATURES DESIGNATED AS THE DEVELOPER'S RESPONSIBILITY.
7. ALL NEW RUNOFF, DOWNSPOUTS, AND GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO THE ROADS OR SWALES THAT LEAD TO THE RETENTION POND OR APPROVED DRAINAGE SYSTEM.
8. PROVIDE EROSION CONTROL MEASURES TO ENSURE ALL SEDIMENTS SHALL BE RETAINED ON EACH INDIVIDUAL LOT.
9. WETLANDS SHALL BE PROTECTED WITH FABRIC SILT FENCING AND BURIED HAY BALE SYSTEMS (DOUBLE ROWS AS NECESSARY).



BENCHMARKS:

TBM NO. 1	TBM NO. 2
NORTH:588062.37'	NORTH:588372.56'
EAST:1071976.70'	EAST:1071990.33'
ELEV:144.58'	ELEV:147.38'

NOTES:

1. TYPICAL DRIVEWAY SECTIONS ARE TO BE 12' WIDE MINIMUM.
2. DRIVEWAY SECTIONS ABUTTING CURB OR CURB CUT SHALL BE 6" CONCRETE WITH 6" STABILIZED SUBGRADE AND 4" TO 6" CONCRETE DRIVEWAY WITH 4" STABILIZED SUBGRADE ~ 98% COMPACTION (MODIFIED PROCTOR) WITH LBR 40 BETWEEN EDGE OF ROADWAY AND R/W LINE.
3. FOR OTHER TYPE CURBS, DIMENSIONS MAY BE ADJUSTED TO FIT, IF NECESSARY, REFER TO F.D.O.T. INDEX DETAILS.
4. DRIVEWAYS WITHIN PROPERTY BOUNDARY SHALL PROVIDE A MINIMUM OF 2 PARKING SPACES.
5. **ROOF DRAINS FROM THE ENTIRE HOUSE ON LOTS 27 THRU 31 SHALL BE DIRECTED TO THE STREET. ONLY BACKYARDS OF THESE LOTS ARE ALLOWED TO BE SLOPED TO THE REAR LOT LINE.**

S.W.M.F. = STORM WATER MANAGEMENT FACILITY
F.F.E. = FINISHED FLOOR ELEVATION
= BUILDING SETBACK LINE (BSL)
= INDICATES PROPOSED STORMWATER SYSTEM FLOW

NOTES:

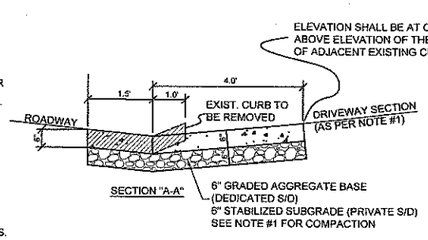
1. SIDEWALKS ALONG RESIDENTIAL LOTS SHALL BE BUILT BY THE BUILDER, AND SIDEWALKS ALONG COMMON AREAS, STORMWATER FACILITY, ETC. SHALL BE BUILT BY THE CONTRACTOR.
2. THE HOMEBUILDER SHALL COMPLY WITH STATE PERMITTING REQUIREMENTS FOR LARGE & SMALL CONSTRUCTION SITES, SPECIFICALLY THE NPDES PERMIT WHICH REQUIRES A DETAILED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEING AVAILABLE ONSITE FOR REVIEW DURING ALL PHASES OF CONSTRUCTION.
3. LOT CLEARING ACTIVITIES SHALL NOT PROCEED WITHOUT BUILDING PERMITS FOR THOSE LOTS EXCLUDING CLEARING REQUIRED FOR CONSTRUCTION OF CONVEYANCE SWALES OR DRAINAGE FEATURES DESIGNATED AS THE DEVELOPER'S RESPONSIBILITY.
4. ALL NEW ROOF RUNOFF, DOWNSPOUTS, AND GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO THE ROADS OR SWALES THAT LEAD TO THE RETENTION POND.

IMPERVIOUS AREA	
EXISTING IMPERVIOUS	
0 SF	0 AC
PROPOSED LOTS IMPERVIOUS	
141,780 SF	3.3 AC
PROPOSED ROAD & SIDEWALK	
62,755 SF	1.21 AC
TOTAL	4.51 AC

NOTE: ALL PRIVATE DRAINAGE SWALES BETWEEN HOMES TO BE BUILT BY HOME BUILDER

NOTES:

1. THE STORMWATER SYSTEM AND FACILITIES WILL BE DEDICATED TO AND MAINTAINED BY RISHWOOD HOME OWNERS ASSOCIATION
2. THE COMMON CONVEYANCE SWALES SHALL BE BUILT BY THE SUBDIVISION CONTRACTOR AND PRIVATE SIDE OR BACK YARD SWALES SHALL BE BUILT BY THE HOME BUILDER.
3. HOME EQUIPMENT (I.E. AC UNITS) SHALL NOT HINDER THE PROPER INSTALLATION AND / OR FUNCTION OF THE SIDE YARD SWALES.
4. LOTS WILL NOT UTILIZE RETAINING WALLS OR OTHER METHODS OF FILL IN THE REAR THAT WILL BLOCK OFFSITE DRAINAGE.
5. ALL LOTS ARE ABLE TO ACCOMMODATE A SLAB FOUNDATION.
6. FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM 8 INCHES ABOVE THE ADJACENT TOP OF CURB ELEVATION OR TOP OF REAR YARD CONVEYANCE SWALE ELEVATION UNLESS MORE RESTRICTIVE BUILDING CODES OR FLOOD ZONE RESTRICTIONS APPLY.
7. POSITIVE OUTFALL FOR ALL LOTS OR PARCELS SHALL BE PROVIDED TO ELIMINATE NEGATIVE IMPACTS TO ADJACENT LOTS AND PROPERTIES.
8. DISTURBED RIGHT-OF-WAY AREAS SHALL BE STABILIZED WITH HEALTHY GROWTH OF GRASS PRIOR TO RECEIVING COUNTY ACCEPTANCE.
9. DISTURBED AREAS NOT PAVED SHALL BE STABILIZED WITH A HEALTHY GROWTH OF GRASS.
10. DISTURBED LOT AREAS SHALL BE COMPLETELY STABILIZED WITH SOD.
11. FINISHED GRADES SHALL SLOPE FROM THE FOUNDATION 6 INCHES WITHIN 10 FEET (5% GRADE), INCLUDING SIDEWALKS, PATIOS AND DRIVEWAYS AND THEN SLOPED AT A MINIMUM 1/16" INCH PER FOOT (0.5% GRADE) TO A POSITIVE OUTFALL TO COMPLY WITH CURRENT BUILDING CODES PER LDC 4.0206-D. THE MINIMUM FINISHED FLOOR ELEVATION FOR LOTS SHALL TYPICALLY BE 8 INCHES (SODDED AROUND BUILDING) OR 10 INCHES (UNSODDED) ABOVE FINISHED GRADES OF LOTS, UNLESS OTHERWISE DICTATED BY FLOOD ZONE.
12. THE ENGINEER OF RECORD CERTIFIES THAT THIS DEVELOPMENT WILL NOT SIGNIFICANTLY IMPACT ADJACENT PROPERTIES OR AREA WIDE DRAINAGE SYSTEMS AND IS DESIGNED SO THAT NO PROPOSED OR ADJACENT LOTS OR PROPERTIES WILL FLOOD DURING A 100-YEAR RAINFALL EVENT.
13. A MINIMUM ONE (1) FOOT GROUND COVER IS REQUIRED FOR ALL UNDERGROUND PIPES.
14. DRIVEWAY SECTIONS ABUTTING CURB OR CURB CUT SHALL BE 6" CONCRETE WITH 6" STABILIZED SUBGRADE AND 4" TO 6" CONCRETE DRIVEWAY WITH 4" STABILIZED SUBGRADE ~ 98% COMPACTION (MODIFIED PROCTOR) WITH LBR 40 BETWEEN EDGE OF ROADWAY AND RIGHT OF WAY LINE.
15. FOR OTHER TYPE CURBS, DIMENSIONS MAY BE ADJUSTED TO FIT. IF NECESSARY, REFER TO F.D.O.T. INDEX 300 DETAILS.
16. DRIVEWAYS WITHIN PROPERTY BOUNDARY SHALL PROVIDE A MINIMUM OF TWO PARKING SPACES.
17. TYPICAL DRIVEWAY SECTIONS ARE TO BE 12' WIDE MINIMUM.
18. WIRE BACKED SILT FENCE IS TO BE USED ALONG THE FRONT OF TYPICAL LOTS AND STAKED FABRIC SILT FENCE IS TO BE USED FOR ALL OTHER SIDES AS NECESSARY.

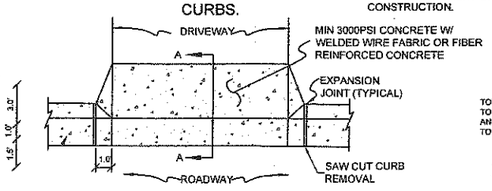


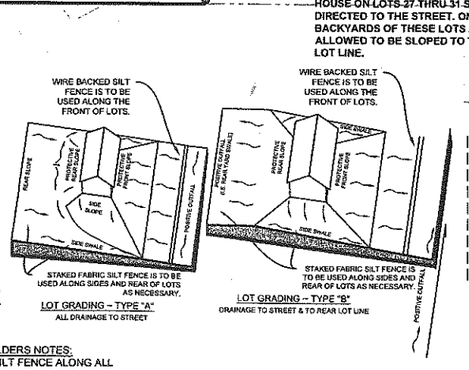
TYPICAL DRIVEWAY CONNECTION STANDARDS FOR NEW SUBDIVISION (CURB & GUTTER) ROADWAY CONDITIONS

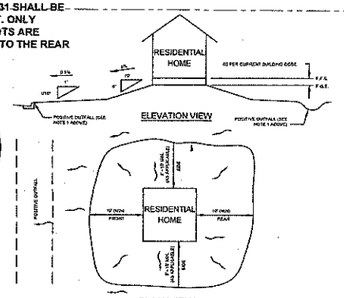
NOT TO SCALE

TYPE I

CURB CUT DRIVEWAY FOR COUNTY TYPE "B" LAYBACK CURBS.

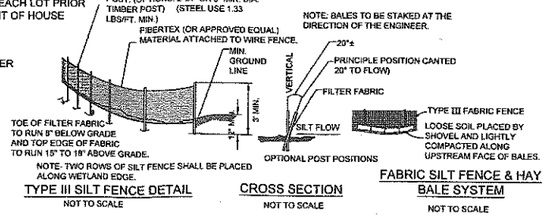






HOMEBUILDERS NOTES:

INSTALL SILT FENCE ALONG ALL DOWN GRADIENT LOT BOUNDARY LINES. PROVIDE 12' WIDE, 4" THICK, FDOT #1 AGGREGATE CONSTRUCTION ACCESS DRIVE ON EACH LOT PRIOR TO COMMENCEMENT OF HOUSE CONSTRUCTION.



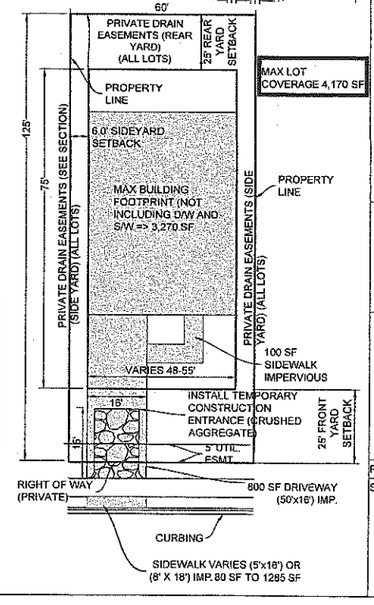
TYPE III SILT FENCE DETAIL — NOT TO SCALE

CROSS SECTION — NOT TO SCALE

FABRIC SILT FENCE & HAY BALE SYSTEM — NOT TO SCALE

SWMF INFRASTRUCTURE TABLE	
STRUCTURES	NO.
TYPE "A" CURB INLET	6
M.E.S.	3
TOTAL STRUCTURE NO.'s	9

PIPES		
SIZE	TYPE	LENGTH (L.F.)
18"	RCP	425
30"	HDPE	490
14"X 23"	RCEP	68
TOTAL LF OF PIPE=		983 LF



MAX LOT COVERAGE 4,170 SF

Dewberry
139 E. GOVERNMENT STREET
PENSACOLA, FL 32502
850.435.7424

RISHWOOD
SECTION 22, TOWNSHIP 1N., RANGE 31W.
PENSACOLA, FL
ESCAMBIA COUNTY
A PROJECT FOR 68 VENTURES

SEAL

JOSHUA MICHAEL SHARON — LICENSE No. 67361 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

SCALE

0' 30' 60' 120
SCALE: 1" = 60'

REVISIONS

NO.	DESCRIPTION	DATE

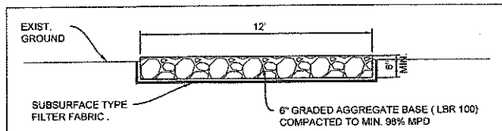
DRAWN BY	EM
APPROVED BY	JS
CHECKED BY	JS
DATE	JUNE 2018

TITLE

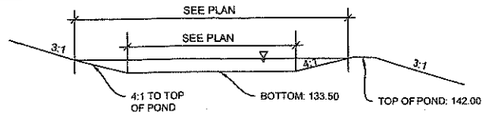
LOT GRADING PLAN

PROJECT NO. 50096815

SHEET NO. 7

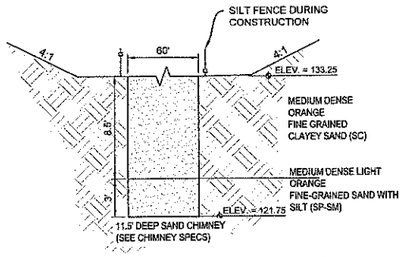


POND ENTRANCE/ACCESS
NOT TO SCALE



TYPICAL SECTION THROUGH POND
NOT TO SCALE

NOTE: SLOPES SHALL BE COMPLETELY SODDED (PINNED); BOTTOM MAY BE SEEDED, PROVIDED A HEALTHY GROWTH OF VEGETATION IS ESTABLISHED.



TYPICAL SECTION SAND CHIMNEY
SCALE: N.T.S.

SEE GEOTECHNICAL ENGINEERING REPORT, NOVA, PROJECT NUMBER 8217155 DATED DECEMBER 5,2017
FOR SAND CHIMNEY DESIGN.
CHIMNEY SPECS:
*SHALL CONTAIN LESS THAN 5% FINES
*MIN. VERTICAL PERMEABILITY RATE OF $1x10^{-2}$ cm/sec.
*FILLABLE POROSITY 25%

SAND CHIMNEY NOTE:

1) A REGISTERED PROFESSIONAL MUST BE PRESENT ON-SITE TO VERIFY THAT THE BOTTOM OF THE CHIMNEY IS KEYING INTO THE MORE PERMEABLE LAYER THAT IS UTILIZED IN THE DESIGN CALCULATIONS.

2) A REGISTERED PROFESSIONAL MUST BE PRESENT ON SITE TO VERIFY THAT THE LESS PERMEABLE MATERIAL HAS BEEN REMOVED TO AN APPROPRIATE DEPTH IN THE BOTTOM OF THE CHIMNEY PRIOR TO INSTALLING CHIMNEY MATERIAL.

N

STORMWATER OPERATION/MAINTENANCE PLAN
OPERATION AND MAINTENANCE ENTITY IS RISHWOOD HOMEOWNERS ASSOCIATION (HOA)
AFTER EACH RAINFALL EVENT

1. PAVEMENT AREAS – CLEAN/SWEEP DEBRIS AND DIRT FROM PAVEMENT AREAS.
2. SEDIMENTS IN RETENTION/DETENTION AREAS – REMOVED IMMEDIATELY.
3. DEBRIS IN RETENTION/DETENTION AREAS – ALL DEBRIS AND FOREIGN MATERIAL SHALL BE REMOVED IMMEDIATELY.
4. YARD INLETS, CATCH BASINS, ETC. – ALL DEBRIS AND FOREIGN MATERIALS SHALL BE REMOVED IMMEDIATELY.

PERIODIC POND/SYSTEM MAINTENANCE

1. CLEANING/SWEEPING OF PAVEMENT AREAS SHALL BE ACCOMPLISHED WEEKLY OR AS REQUIRED.
2. INSPECT POND PERIODICALLY FOR ACCUMULATION OF TRASH AND DEBRIS AND REMOVE IT UPON DISCOVERY.
3. MOWING AND LANDSCAPING MAINTENANCE SHOULD BE DONE ON A MONTHLY BASIS DURING THE ACTIVE GROWING SEASON FOR THE AREA. INSPECT AND MAINTAIN AS REQUIRED DURING THE GROWING SEASON.
4. WEEDS OR UNDESIRABLE GROWTH SHALL BE REMOVED UPON DISCOVERY.
5. CATCH BASINS SHALL BE FLUSHED AS NECESSARY (IF ANY).
6. THE OWNER SHALL RE-GRADE AND RE-STABILIZE SWALE/RETENTION/DETENTION AREAS AS REQUIRED TO MAINTAIN THE APPROVED DESIGN, CROSS-SECTION, LINE, AND GRADE.
7. REMOVE SEDIMENT FROM POND WHEN ACCUMULATION REACHES FOUR (4) INCHES. MEASURE ACCUMULATION ONCE A YEAR.

INSPECTIONS

1. A MAINTENANCE INSPECTION MUST BE PERFORMED EVERY THIRD YEAR BY A REGISTERED PROFESSIONAL. THE MAINTENANCE INSPECTION MUST BE DOCUMENTED ON THE FDEP AND/OR NWFWMD STANDARD INSPECTION FORM (62-330.311(1).
2. THE INSPECTION MUST BE SIGNED, SEALED, AND DATED BY THE REGISTERED PROFESSIONAL AND RECORDS MUST BE MADE AVAILABLE UPON REQUEST OF FDEP AND/OR NWFWMD.
3. THE INSPECTION MUST BE CONDUCTED USING THE PLANS, CALCULATIONS AND SPECIFICATIONS APPROVED BY THE FDEP AND/OR NWFWMD.

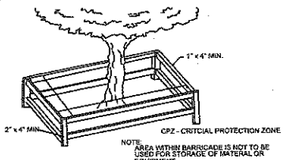
GENERAL NOTES:

1. IN THE EVENT THAT A STRUCTURAL FAILURE (SINK FEATURE) OCCURS DURING CONSTRUCTION, ALL CONSTRUCTION ACTIVITY SHALL CEASE AND A FLORIDA REGISTERED GEOTECHNICAL ENGINEER SHALL BE CONTACTED IMMEDIATELY. A CORRECTIVE MEASURES PLAN MUST BE APPROVED BY THE NWFWMD AND IMPLEMENTED PRIOR TO RESUMING CONSTRUCTION.
2. SEED AND MULCH AREA WITHIN THE BOTTOM OF THE PROPOSED STORMWATER POND WITH AN EQUAL MIXTURE OF CENTIPEDE GRASS SEED AND ANNUAL RYE GRASS SEED. IF WINTER RYE SEED IS USED, INCLUDE A BAHA MIX TO INSURE CONTINUED GROWTH AFTER WINTER MONTHS.
3. SLOPES SHALL BE STABILIZED WITH SOD IMMEDIATELY UPON CONSTRUCTION.
4. STRIP PROPOSED BERM AREAS PLUS A MARGIN OF 3' OUTSIDE THE BERM FOOTPRINT (BUT DO NOT EXTEND WORK ONTO ADJACENT PROPERTY OR WETLAND BUFFER) OF ALL SURFACE VEGETATION AND ROOT MAT (LARGE ROOTS AND SMALL ROOTS IN HIGH DENSITY).
5. BERM SOILS SHALL CONSIST OF SILTY TO CLAYEY SANDS WITH NO MORE THAN 50% PASSING THE US NO. 200 SIEVE (SILT AND CLAY FINES). DO NOT USE "PIPE CLAY", A MARBLED SANDY FAT CLAY TO FAT CLAY WITH HIGH PLASTICITY AND MORE THAT 50% SOIL FINES.
6. PLACE BERM SOILS TO THE PROPOSED LINES AND GRADES IN MAXIMUM 12" LOOSE LIFTS, AND COMPACT EACH LIFT TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557). MOISTURE CONDITION THE SOILS BY DRYING OR WETTING TO AID COMPACTION.
7. TEST THE DENSITY OF THE SOILS TO DETERMINE IF THE REQUIRED COMPACTION DENSITY HAS BEEN ACHIEVED. PERFORM AT LEAST ONE FIELD DENSITY TEST IN EACH COMPACTED LIFT FOR EVERY 50' TO 75' OF BERM LENGTH, ALTERNATING THE TESTS INSIDE AND OUTSIDE OF CENTERLINE BERM. PERFORM FURTHER MOISTURE CONDITIONING AND RE-COMPACTION AS NECESSARY IN LIFT AREAS WITH FAILING DENSITY, AND RETEST.
8. PROVIDE TOPSOIL AND SOD COVER ON THE FINISHED BERM SLOPES TO PREVENT EROSION.

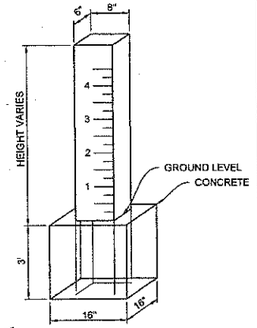
NOTE:

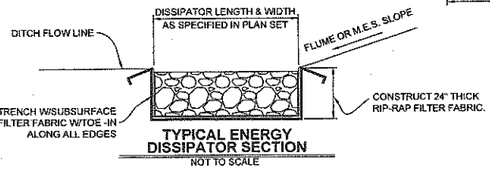
THE GAUGE SHALL BE CONSTRUCTED OF PRESSURE TREATED SQUARE POSTS MEASURING 6"x8" WITH BOTH 8" SIDES ROUTED WITH 6" NUMBERS AND GAUGING MARKS. THE ROUTED MARKINGS AND NUMBERS SHALL BE PAINTED WITH WHITE WATERPROOF PAINT. THE POST SHALL BE ONE FOOT TALLER THAN THE MAXIMUM DEPTH OF THE POND. THE POST SHALL BE EMBEDDED IN CONCRETE WITH A DIMENSION OF 16"x16"x3' IN DEPTH. THE GAUGE SHALL BE PLACED NEAR THE DEEPEST AREA OF THE POND, AND SHALL BE POSITIONED SO THAT IT CAN BE READ FROM THE NEAREST POINT OF PUBLIC ACCESS. THE PONDING DEPTH SHALL BE REFERENCED TO THE DEEPEST POINT OF THE POND.

DETENTION POND DEPTH GAUGE
NOT TO SCALE



TREE BARRICADE
NOT TO SCALE





TYPICAL ENERGY DISSIPATOR SECTION
NOT TO SCALE

Dewberry
139 E. GOVERNMENT STREET
PENSACOLA, FL 32502
850.435.7424

RISHWOOD
SECTION 22, TOWNSHIP 1N., RANGE 31W.
PENSACOLA, FL
ESCAMBIA COUNTY
A PROJECT FOR 68 VENTURES

SEAL

JONATHAN MICHAEL SIGMON LICENSE No. 67351 STATE OF FLORIDA PROFESSIONAL ENGINEER

SCALE

0' 15' 30' 60'
SCALE: 1" = 30'

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY	EM
APPROVED BY	JS
CHECKED BY	JS
DATE	JUNE 2018

TITLE

STORMWATER FACILITY

PROJECT NO. 50096815

SHEET NO.

8

RESOLUTION R2019 - 92

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING CERTAIN FEES FOR DEVELOPMENT SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized under Chapter 125, Florida Statues, to provide certain functions and activities through its Development Services Department for the benefit of the citizens of Escambia County;

WHEREAS, the Board of County Commissioners previously adopted Resolution 2007-159, Resolution 2011-128 and Resolution 2016-17, which established a schedule of fees for certain functions performed by its Development Services Department;

WHEREAS, the Board of County Commissioners has determined that it is appropriate to adopt alternative procedures for opting out of the Sector Plan, including but not limited to options that would allow for a reduction in opt-out fees, simultaneous opting out of multiple parcels, and expedited processing where possible; and

WHEREAS, it has been concluded by the Board of County Commissioners that in order to provide adequately for the health, safety, and welfare of the residents of Escambia County, the fee schedule and related provisions established herein are now in the best interest of the County.

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

Section 1. Recital. The above recitations are true and correct and are hereby adopted.

Section 2. Fee Adoption. That the Board of County Commissioners shall adopt the fees and the provisions contained therein for certain Development Services functions.

EXHIBIT E

The fee schedule and the pertinent provisions are attached and incorporated as Exhibit "A" to this Resolution.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA
Date: 9-11-19

EXHIBIT "A"

SECTOR PLAN OPT-OUT APPLICATION FEES		
TYPE	APPLICATION FEES	ADVERTISING FEES
PARCELS 10 ACRES AND UNDER	FEE WAIVER	PAID BY APPLICANT
SINGLE PARCEL	$975.00	PAID BY APPLICANT
TWO ADJOINING PARCELS*	$1,275.00	PAID BY APPLICANT
*ADJOINING IMPLIES MEETING AND TOUCHING AT SOME POINT OR LINE		
ADDITIONAL ADJOINING PARCELS ABOVE TWO	$72.00 PER PARCEL	PAID BY APPLICANT
TWO NON-ADJOINING PARCELS	$1,750.00	PAID BY APPLICANT
ADDITIONAL NON-ADJOINING PARCELS ABOVE TWO	$85.00 PER PARCEL	PAID BY APPLICANT

Opt-Out Process Timeline

- These types of requests are legislative in nature and will be processed accordingly within the provisions as established within the Land Development Code and the Comprehensive Plan of Escambia County, Florida.

- Once the application has been submitted to the County with all the required documents, including any analysis, reports and payment of fees, staff shall move with deliberate action and speed in order to get the "opt-out request(s)" heard at the next regularly scheduled Planning Board meeting, contingent upon the County's ability to first comply with all public notification requirements.

- Property Owners and/or Agents for Property Owners have the responsibility of ensuring accuracy of all submittal packets. Failure to submit the necessary documents can result in a delay in moving the specified request to the next regularly scheduled meeting of the Planning Board.

- **If a rezoning request is also submitted, staff will act in accordance with F.S 163.3184(12) "Concurrent Zoning." This provision of law gives the local government the authority to hear a rezoning request at the transmittal hearing for a request for amendment to the Comprehensive Plan. The zoning change would be contingent upon the review and approval of the requested Comprehensive Plan amendment.**

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

I. ACTION ITEMS

1. Recommendation: That the Board review and adopt the Resolution [R2019-92] and fee schedule and the pertinent provisions contained therein and attached as Exhibit "A" to the Resolution.

Motion: Move the Item **For Information:** This Resolution provides for certain reduced fees and other provisions related to opting out of the Mid-West Escambia County Plan.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Jacqueline Rogers and Theresa Blackwell

2. Recommendation: That the Board take the following action concerning a two-year, at-large appointment/reappointment to the Escambia County Planning Board:

   A. Reappoint Alan Gray effective September 19, 2019, through September 18, 2021;

   OR

   B. Appoint Van Hibberts effective September 19, 2019, through September 18, 2021;

   OR

   C. Appoint Robert Rollins effective September 19, 2019, through September 18, 2021;

   OR

   D. Appoint Brian Harris effective September 19, 2019, through September 18, 2021.

Motion: Move that we drop Item 2 of the Growth Management Report **For Information:** Director Jones advised the Board that he would like this item dropped and brought back to the October 17, 2019, meeting.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16792

Growth Management Report
7. 1.

BCC Regular Meeting

Action

Meeting Date: 09/19/2019

Issue: Action Item - Fee Resolution for Opting-Out of the Mid-West Escambia County Sector Plan

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Resolution Providing for Certain Reduced Fees and Other Provisions Related to Opting Out of the Mid-West Escambia County Plan.

That the Board review and adopt the fee schedule and the pertinent provisions contained therein and attached as Exhibit "A" to the Resolution.

BACKGROUND:

The Mid-West Escambia County Sector Plan was established in accordance with Florida Statutes 163.3245. This statute authorizes one or more local governments to engage in long-term planning for a large area, addressing regional issues through adoption of Detailed Specific Area Plans (DSAPs) within a planning area. In accordance with Section 2-7.4 of the Land Development Code and its applicable provisions, the adopted Escambia County Comprehensive Plan 2030 provides guidelines for removing properties from an approved DSAP in Chapter 16, FLU 16.6.1.V.

The Board has determined that it is appropriate to adopt alternative procedures for opting out of the Sector Plan, including but not limited to, options that would allow for a reduction in opt-out fees, simultaneous opting out of multiple parcels, and expedited processing where possible.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Resolution has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached

herein.

PERSONNEL:

No additional personnel are required for implementation of this Resolution.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Resolution is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

N/A

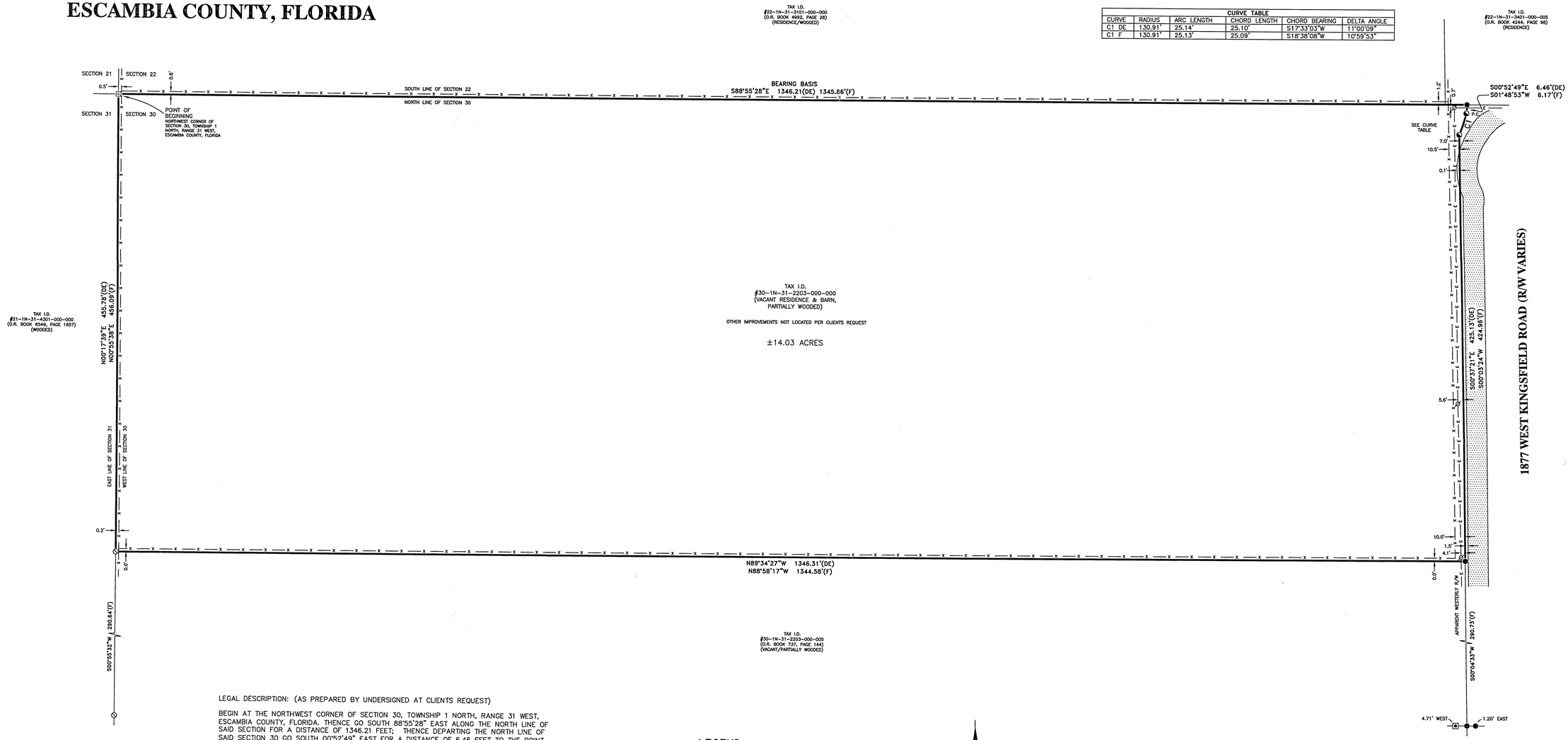
Attachments

Resolution Adopting Certain Fees for Development Services

BOUNDARY SURVEY
1877 WEST KINGSFIELD ROAD
A PORTION OF SECTION 30,
TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

EMPIRE
LAND·SURVEYING
INC

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 DE	130.91'	25.14'	25.10'	S17°33'03"W	11°00'09"
C1 F	130.91'	25.13'	25.09'	S18°38'08"W	10°59'53"



LEGAL DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO SOUTH 88°55'28" EAST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 1346.21 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 30 GO SOUTH 00°52'49" EAST FOR A DISTANCE OF 6.46 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 130.91 FEET (DELTA = 11°00'09", CHORD LENGTH = 25.10 FEET, CHORD BEARING = SOUTH 17°33'03" WEST); THENCE GO ALONG SAID CURVE FOR AN ARC LENGTH OF 25.14 FEET; THENCE GO SOUTH 00°37'21" EAST FOR A DISTANCE OF 425.13 FEET ALONG THE APPARENT WESTERLY RIGHT OF WAY LINE OF WEST KINGSFIELD ROAD; THENCE DEPARTING SAID R/W LINE GO NORTH 89°34'27" WEST FOR A DISTANCE OF 1346.31 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE GO NORTH 00°17'39" EAST FOR A DISTANCE OF 455.78 FEET ALONG SAID WEST SECTION LINE TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 14.03 ACRES MORE OR LESS.

LEGEND

P.C.	POINT OF CURVATURE
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORD BOOK
P.L.S.	PROFESSIONAL LICENSED SURVEYOR
——E——	AERIAL UTILITY WIRES
——X——	5' WIRE FIELD FENCE
	ASPHALT
●	FOUND 1/2" IRON ROD
⊘	FOUND 1/2" CAPPED IRON ROD – #7212
◕	FOUND 1/2" CAPPED IRON ROD – P.L.S. #3774
▣	FOUND 4"x4" SQUARE CONCRETE MONUMENT – P.L.S. #3774
▣	FOUND 4"x4" SQUARE CONCRETE MONUMENT – ST. REGIS
Ø	POWER POLE

North ASSUMED

Feet
50' 40' 30' 20' 10' 0' 25' 50'

Scale: 1" = 50'

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

SANDRA K. CROSBY *ELMER R. CROSBY*

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

SANDRA K. CROSBY and ELMER R. CROSBY
LITVAK BEASLEY WILSON & BALL, LLP
WESTCOR LAND TITLE INSURANCE COMPANY

CLIENT CROSBY

TYPE OF SURVEY: BOUNDARY

BEARING BASIS S88°55'28"E NORTH LINE OF SECTION 30 (ASSUMED)

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN: PRIOR SURVEYS/DRAWINGS

GENERAL NOTES:
1. *Fence locations as drawn are not to scale.* 1A. *This drawing only reflects setback lines, which appear on the recorded plat.*
2. *Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.* 2A. *This property may also be subject to setback lines mandated by zoning.*
3. *Footings, foundations, or any other subsurface structures were not located unless otherwise noted.*
4. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P)*
5. *All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.*
6. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

\\WS1\Thad's Drawings\246-17.dwg, 8/15/2017 12:28:35 PM

REVISIONS	FIELD BOOK	DATE
POSSIBLE ENCROACHMENTS: AERIAL UTILITY WIRES, POWER POLES, FENCES, ASPHALT ROAD		

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

AUGUST 15, 2017 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA — DATE

SCALE:	1"= 50'
FIELD DATE:	8/9/17
ORDER NO:	246-17
FIELD BOOK:	185/20

BOUNDARY SURVEY

A PORTION OF SECTION 30 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION AS PREPARED BY SOUTHEAST SURVEY AND LAND DESIGN LLC.
COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO S00°17'39"W ALONG THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 455.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°17'39"W ALONG SAID WEST LINE A DISTANCE OF 935.39 FEET TO THE NORTHERLY RIGHT OF WAY LINE KINGSFIELD ROAD (COUNTY MAINTENANCE CLAIM, R/W WIDTH VARIES); THENCE DEPARTING SAID SECTION LINE GO S89°15'04"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 33.26 FEET TO A POINT ON THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2042 AT PAGE 830 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO N00°17'39"E ALONG SAID WEST LINE A DISTANCE OF 508.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE GO S89°15'04"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 165.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE GO N00°17'39"E A DISTANCE OF 137.81 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1536 AT PAGE 203 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO S89°34'27"E A DISTANCE OF 1152.71 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF KINGSFIELD ROAD (COUNTY MAINTENANCE CLAIM, R/W WIDTH VARIES); THENCE GO N00°37'21"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 290.75 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO N89°34'27"W A DISTANCE OF 1346.31 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 10.012 ACRES.

SURVEYORS NOTES:

- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY SOUTHEAST SURVEY & LAND DESIGN LLC., FOR THE SUBJECT PROPERTY, THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAYS, STATE AND /OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS OF RECORD THAT COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- THE ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
- BASIS OF BEARING = N89°55'42"W ALONG THE NORTH LINE OF SECTION 30.
- REFERENCE SOURCE: FIELD WORK, EXISTING FIELD MONUMENTATION, A COPY OF TAX MAP OF SECTION 30, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA.
- THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
- THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
- THE ENCROACHMENTS ARE AS SHOWN.
- THE PARCEL AS SHOWN HEREON IS A NEW PARCEL CREATED AS PER THE CLIENTS REQUEST.

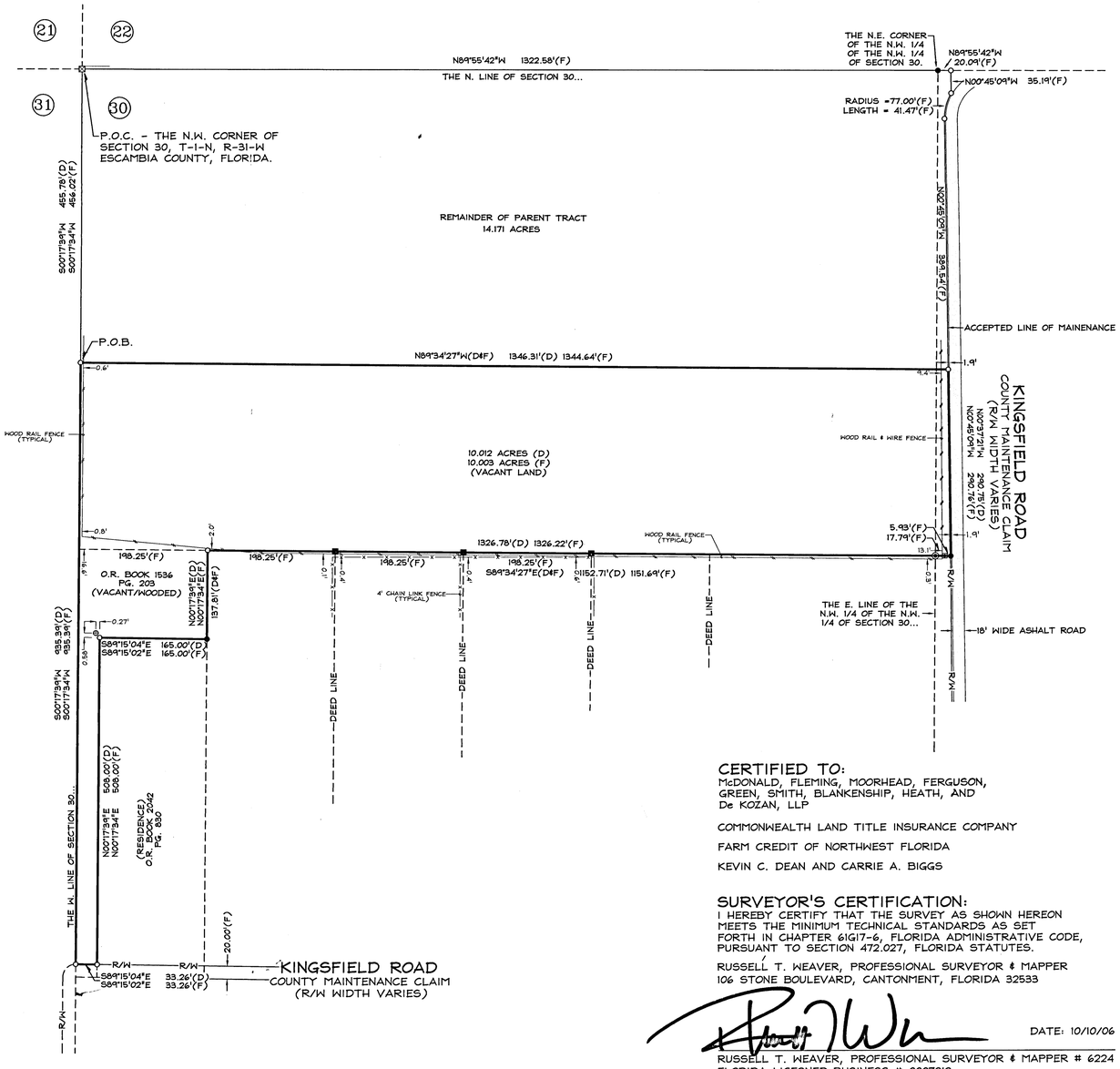
DENOTES:

- ⊠ - 4"X4" ST. REGIS CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ● - 1/2" IRON ROD UNNUMBERED, (FOUND)
- ■ - 4"X4" CONCRETE MONUMENT WITH NAIL IN TOP, UNNUMBERED (FOUND)
- ◙ - 4"X4" CONCRETE MONUMENT, LABLED "BUTLER" (FOUND)
- ◉ - 3/4" IRON PIPE, UNNUMBERED (FOUND)
- ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 1748 (FOUND)
- ○ - 1/2" CAPPED IRON ROD, NUMBERED 7212 (PLACED)
- R/W - RIGHT OF WAY
- (D) - DEED OR DESCRIPTION INFORMATION
- (F) - FIELD MEASURED INFORMATION
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



CERTIFIED TO:

McDONALD, FLEMING, MOORHEAD, FERGUSON, GREEN, SMITH, BLANKENSHIP, HEATH, AND De KOZAN, LLP

COMMONWEALTH LAND TITLE INSURANCE COMPANY

FARM CREDIT OF NORTHWEST FLORIDA

KEVIN C. DEAN AND CARRIE A. BIGGS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RUSSELL T. WEAVER, PROFESSIONAL SURVEYOR & MAPPER
106 STONE BOULEVARD, CANTONMENT, FLORIDA 32533

DATE: 10/10/06

RUSSELL T. WEAVER, PROFESSIONAL SURVEYOR & MAPPER # 6224
FLORIDA LICESNED BUSINESS # 0007212
STATE OF FLORIDA

HILTON

NO	DATE	APPROVED BY:	REVISIONS

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

SCALE: 1" = 100'
DRAWN BY: TED WALKER
CHECKED BY: R.T.W.
DATE: 09/20/06
CHK'D BY:
FIELD DATE: 10/05/06
FIELD BOOK: FB R1-9
PAGES: 53-54

SOUTHEAST

SURVEY & LAND DESIGN, LLC.
LAND DEVELOPMENT PLANNING, SURVEYING AND CIVIL
106 STONE BOULEVARD, CANTONMENT, FLORIDA 32533
PHONE (850) 968-0099 FAX (850) 968-0096

BOUNDARY SURVEY
A PORTION OF SECTION 30,
TOWNSHIP 1 NORTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA

REQUESTED BY AND PREPARED FOR:
RICHARD WILLIAMS REALTY & AUCTION

PROJECT NUMBER
06-0604

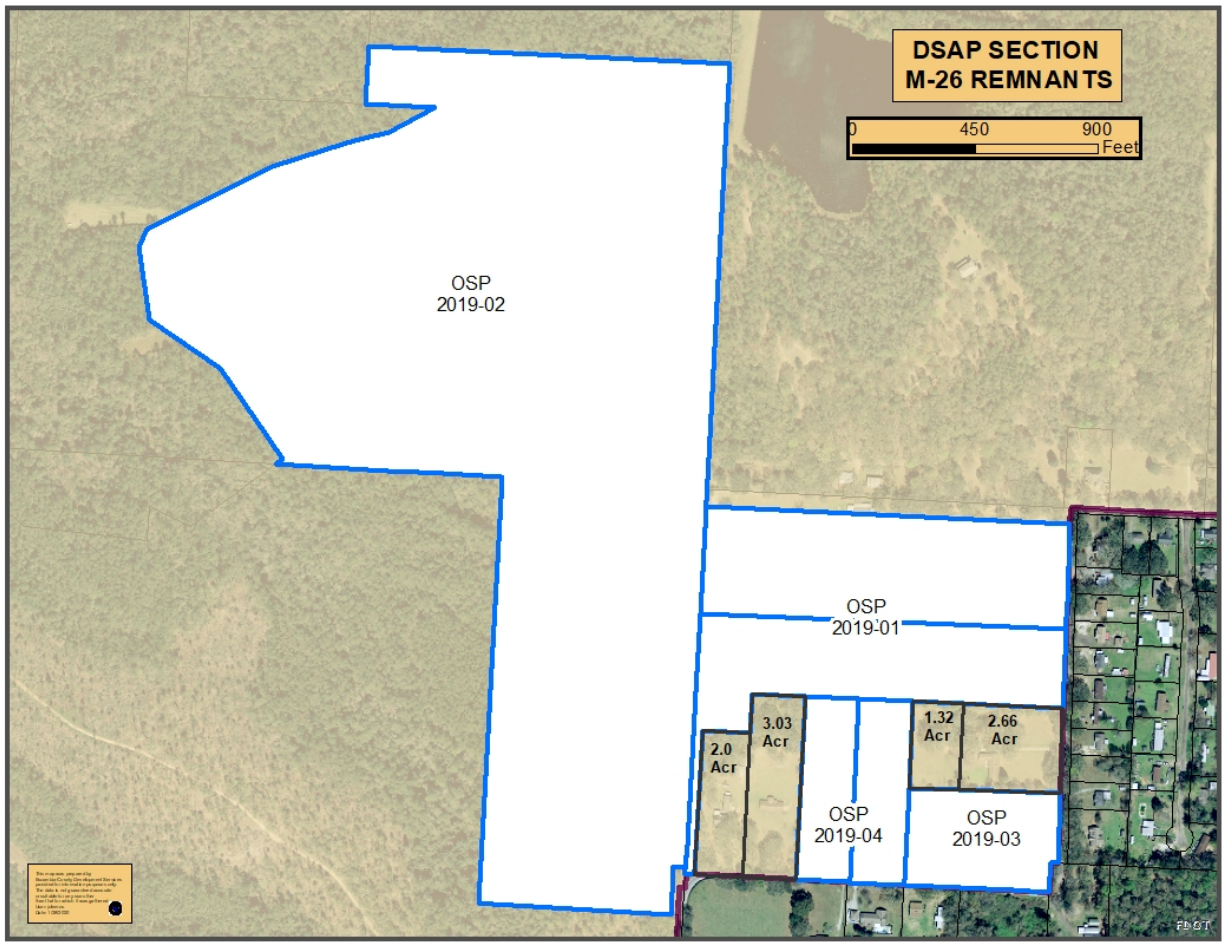
SHEET NO 1 OF NO 1

If approved, the requested removal of the parcels **would create a remnant area** in Section M-26 with 4 parcels remaining, that will be isolated from the rest of the DSAP:

Two parcels North of case OSP-2019-03, under single ownership, totaling 3.98 acres.

Two parcels West of case OSP-2019-04, under separate ownership; one with 3.03 acres and the other one with 2.0 acres.

All parcels appear to have single family residential development within.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: OSP-2019-01

only got to "01"

02
03
04

*Name: Elizabeth Westmark

*Address: PO Box 575 / 2025 W. Fryfield *City, State, Zip: Cantonment FL 32533

Email Address: ejwestmark@gmail.com Phone: 937-1835

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 02-04-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

CSP-2019-01
02
03
04

_____ In Favor _____ Against

*Name: Frank E. Westmark

*Address: PO Box 575, 2025 W. Kingsfield *City, State, Zip: Cantonment, FL 32533

Email Address: ~~ejwestmark@gmail~~ fewestmark@gmail.com Phone: 937-1835

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

Please indicate if you:

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

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

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ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing
Rezoning Case #: OSP 2019.01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: CROSBY, SANDRA

*Address: 1877 W. Kingsfield Rd *City, State, Zip: Cantonment, FL 32533

Email Address: SAYANDPRAY@gmail.com Phone: 850 501 5036

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

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: CSP 2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: FRED R. Thompson

*Address: 7142 Belgium Cir. *City, State, Zip: 32526

Email Address: ~~FRT~~ FRT@NWFIS.com Phone: 432-1052

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: DSP 2019-01

*Name: William Beech

*Address: 1900/1956 W Fairfield *City, State, Zip: _____

Email Address: _____ Phone: 529-1004

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

Please indicate if you:

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

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

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4 Feb 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: Public Hearing A OSP-2019-02

✓ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Bamblick *City, State, Zip: Pensacola FL 32507

Email Address: melissawpino@gmail.com Phone: _____

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

Please indicate if you:

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

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

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Feb 04 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 01 OSP-2019-02 did not get to "02"

*Name: David A. Brauns

*Address: 10480 Tower Ridge *City, State, Zip: Pens. FL. 32526

Email Address: David@Bayside.cc Phone: 850 232-3000

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/4/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~DSP-2019~~ DSP-2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6A

_____ In Favor ___V___ Against

*Name: Theresa Blackwell

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Feb. 4, 2020

Only got to A ✓

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: _____ **Agenda Item Number/Description:** A, B, C, D

_____ In Favor ✓ Against

*Name: Jacqueline Rogers

*Address: 1420 Ridge Way *City, State, Zip: Cantonment, FL 32533

Email Address: jacquelinearogers13@gmail.com Phone: _____

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

Please indicate if you:

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: OSP-2019-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Harbours dr. *City, State, Zip: Pen Fl

Email Address: _____ Phone: _____

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

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Blackwell Exhibit A
911 OSP

2017

WEST KINGSFIELD ROAD

ROADWAY SAFETY EVALUATION

ESCAMBIA COUNTY
OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

WEST KINGSFIELD ROAD TRAFFIC SAFETY EVALUATION

This evaluation is performed at the request of the District 5 County Commissioner's Office to determine what if any recommended measures can be taken to address roadway safety and potentially increasing traffic volumes.

Executive Summary of Findings West Kingsfield Road (CR99 – CR97):

- Roadway has limited right of way availability and based on the existing volume and speed of traffic is deficient in the overall widths of shoulders, road surface and travel lanes per AASHTO (*American Association of State Highway and Transportation Officials*) standards.
- Immediate improvements on the existing condition of roadway surface, traffic control devices and road shoulder elements should be implemented to address current safety concerns.
- Intermediate and long term improvements should be considered to further address safety concerns and bring roadway up to design standards.

Recommendations:

- Immediate
  - Replace / repair damaged or missing traffic control signs.
  - Add additional curve delineation signs and reflective pavement markers where warranted.
  - Refurbish stop bars at terminal intersections and centerline markings in turns where warranted.
  - Reduce overgrowth in right of way where needed.
  - Patch / repair asphalt as needed to the extent practical.
  - Request targeted enforcement of Truck Prohibition.
- Intermediate
  - Resurface and restripe entire roadway.
- Long Term
  - Provide 22' wide roadway with 6' shoulders.

WEST KINGSFIELD ROAD TRAFFIC SAFETY EVALUATION

Background: The purpose of this report is to document a traffic safety evaluation of West Kingsfield Road. This evaluation is performed at the request of the District 5 County Commissioner's Office to determine what if any recommended measures can be taken to address roadway safety and potentially increasing traffic volumes. This resulting study and report was performed and prepared by Escambia County Office of Transportation & Traffic Operations' staff.

FINDINGS

Roadway Characteristics:

- Runs east-west located between CR97 and CR99 (Beulah Road).
- Classified as a Local Roadway with predominantly Rural characteristics.
- Asphalt roadway accommodating 2-way traffic. Width of asphalt is approximately 18' with travel lanes varying 8' – 9' located within a 40' wide right of way.
- Roadside clear zone availability varies 1' – 8' with typical encroachments being trees, mailboxes, power poles, ditches and ditch banks.
- Adjacent land use is agricultural and rural residential. Adjacent lands are zoned low and medium density residential, low density mixed use, and agricultural.
- Daily Traffic Volumes on West Kingsfield Road averaged approximately 640 vehicles per day on the west end near Beulah Road and approximately 1,170 vehicles per day on the east end near CR97.

WEST KINGSFIELD ROAD TRAFFIC SAFETY EVALUATION

FINDINGS (continued)

Traffic Control:

- Intersection Control - Traffic traveling West Kingsfield Road is required to stop and yield right of way to traffic traveling on CR99 (west end) and CR97(east end), with both intersections being controlled by stop signs. All interior public side streets are required to yield right of way to traffic traveling West Kingsfield Road and are controlled by stop signs. All intersecting private roads and driveways are required to yield right of way to traffic on West Kingsfield Road per Florida Statute.
- Speed Zoning - The majority of the roadway is posted at 35 miles per hour with the exception of a 1,000' section located between Tobie Dean Road and Racer Lane which is posted 30 miles per hour.
- Truck Prohibition – The entire roadway is under Truck Prohibition.

Roadway Conditions:

- Asphalt surface is in fair – poor condition displaying many areas where alligator cracking is prevalent and in most areas roadway edges are broken up.
- Traffic Control Devices
    - Striping and pavement Markings
        - Condition of existing edgeline striping is predominantly poor – obliterated / non-existent.
        - Condition of centerline striping is fair in tangent sections but obliterated in the turns located on the eastern portion of roadway.
        - Stop bars at terminal intersections in poor condition.
    - Traffic Control Signs
        - Some signs discovered to be missing.
        - Many signs were observed having bullet holes.
- Road Shoulders
    - Available, usable road shoulders vary from 1'- 8' and in many locations offer little or no obstruction free areas for errant vehicles to navigate. The close proximity of trees to edge of roadway in several locations is problematic as limbs grow into travel lanes and obstruct traffic signs in addition to being crash hazards.

WEST KINGSFIELD ROAD TRAFFIC SAFETY EVALUATION

FINDINGS (continued)

Roadway Conditions (continued):

- Horizontal Curvature West Kingsfield Road west of Tobie Dean Road displays 2 curves with deflections of 130 and 140 degrees. East of Tobie Dean Road presents a series of 4 turns with deflections ranging from 70 to 90 degrees.

Crash History for 6 year period Jan. 2011- Dec 2016:

- 18 reported crashes.
  - Average Frequency = 3 per Year / 1 per every 4 months / 122 days
  - Annual Totals – 2011(5), 2012(2), 2013 (4), 2014 (3), 2015 (2), 2016 (1)
  - Crash Type Distribution:
    - Single Vehicle Run Off Road (12) 67%
    - Side Swipe (4) 23%
    - Angle (1) 5%
    - Head On 1) 5%

CONSIDERATIONS AND CONCLUSIONS

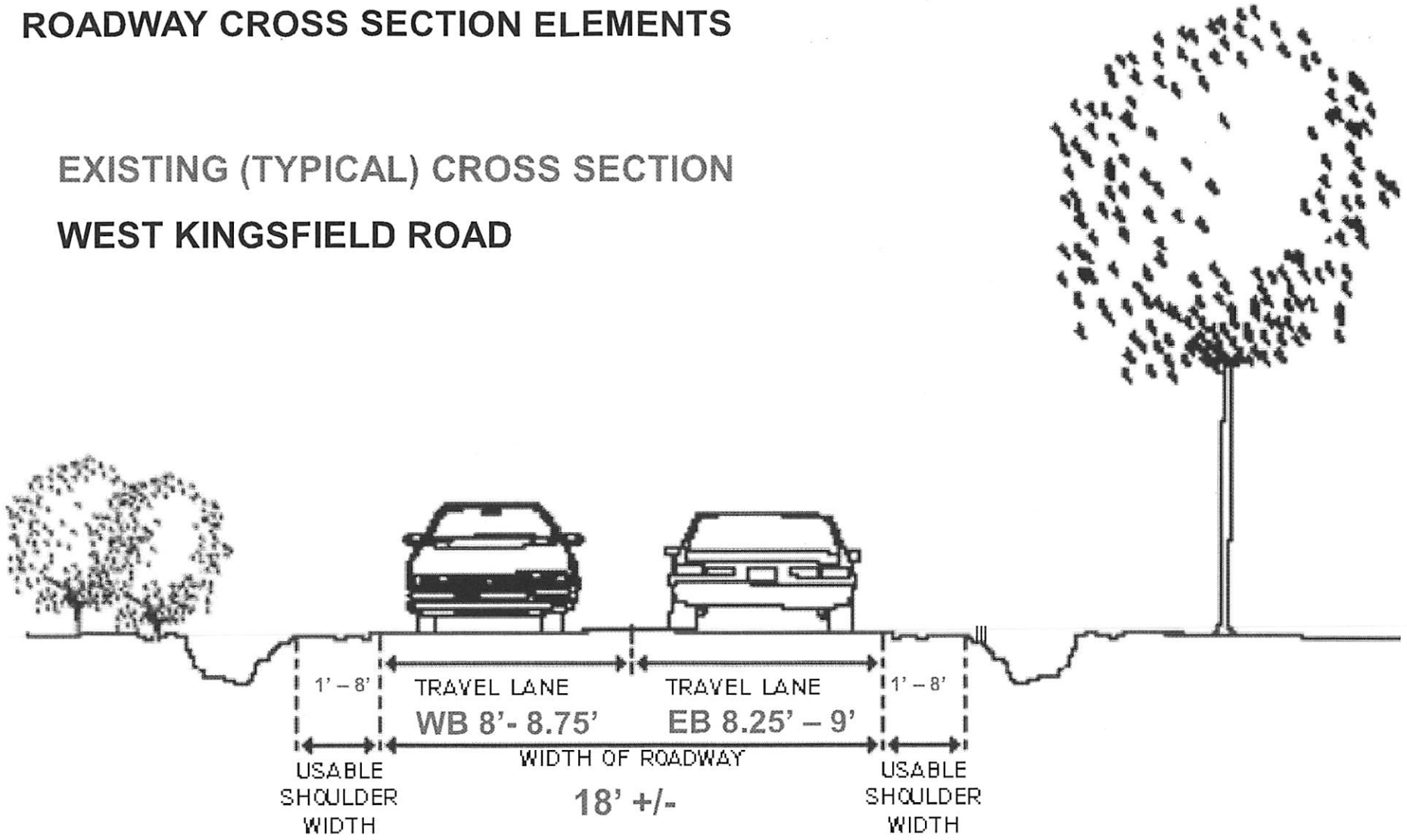
Although overall traffic volumes are relatively low on West Kingsfield Road, field observations strongly suggest that this roadway is subject to a large percentage of non-local traffic using this roadway as a direct route between CR97 and CR99. Also based on observation it is evident that a large portion of the non-local volume is using this as a route to access the landfill and many of these vehicles are in violation of the truck prohibition.
Existing roadway, travel lane and shoulder widths are all deficient per AASHTO standards for the existing traffic volumes and speeds of traffic. This deficiency contributes to the high percentage of 'run off road' type crashes. Under existing conditions efforts focused at providing good roadway delineation, maintaining overgrowth and providing regulatory enforcement should be taken however future improvements toward bringing the roadway up standards should be considered.

S

ROADWAY CROSS SECTION ELEMENTS

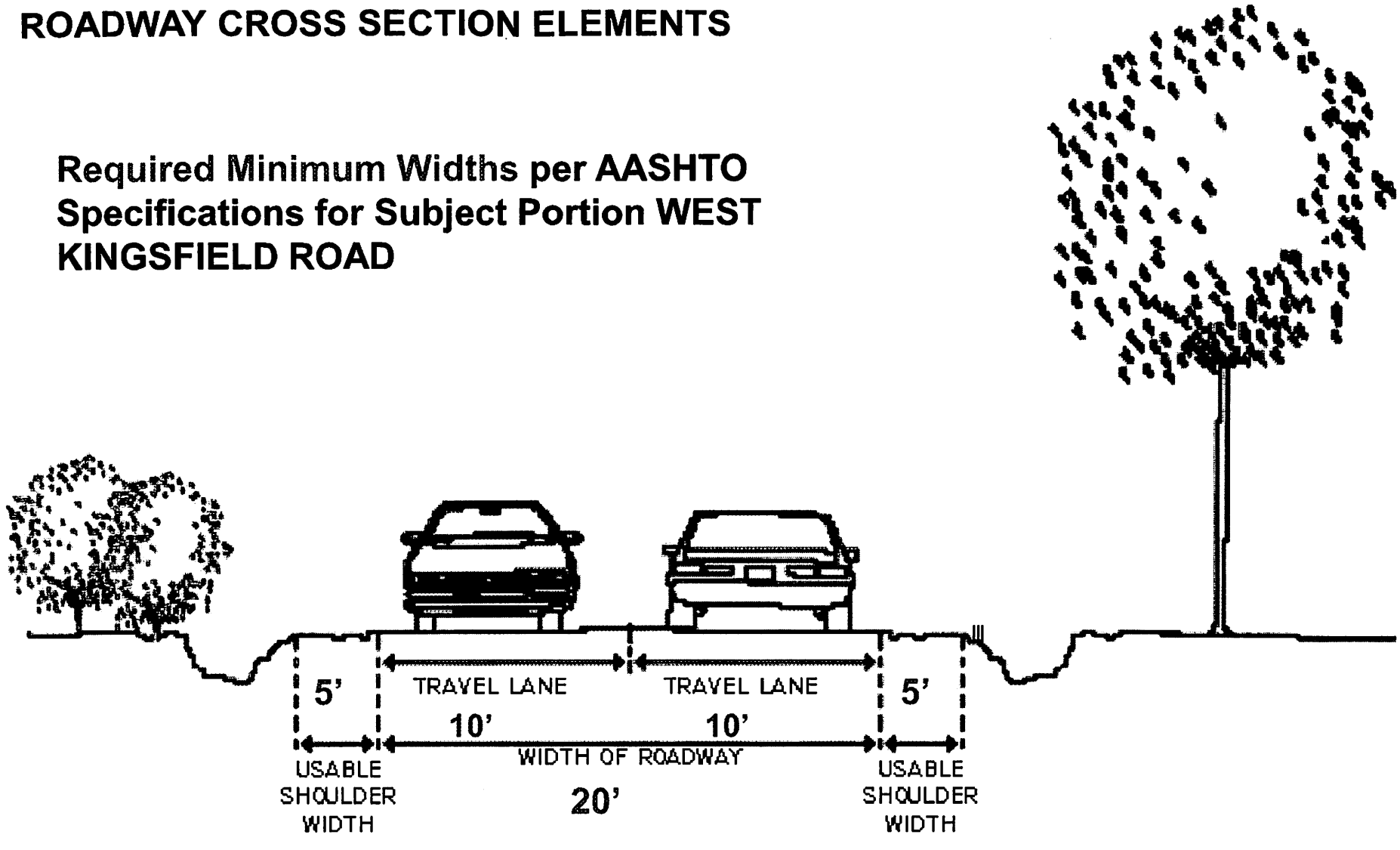
EXISTING (TYPICAL) CROSS SECTION

WEST KINGSFIELD ROAD



ROADWAY CROSS SECTION ELEMENTS

Required Minimum Widths per AASHTO Specifications for Subject Portion WEST KINGSFIELD ROAD



Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name: OSP 2019-01

Location: 1877 & 2000 Blk W. Kingsfield Rd

Parcel #s: 30-1N-31-2203-000-000; 30-1N-31-2203-000-005

Acreage: 22.3 (+/-) acres

Request: Opt-out of the Sector Plan and assign Future Land Use category

Current Zoning: Low Density Residential district (LDR)

Future Land Use Requested: Mixed Use Suburban (MU-S)

DSAP Land Use: Conservation Neighborhood (Muscogee DSAP)

Applicant: Frank and Elizabeth J. Westmark, Agent for Sandra Crosby, Owner

Meeting Dates: Planning Board: February 4, 2020

BCC: March 5, 2020

Site Description and Summary of Proposed Amendment:

The property owner is requesting two parcels be removed from the Escambia County Mid-West Sector Plan (SP), in the Muscogee Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential dwelling of 3 du/acre.

The request is to assign a Future Land Use (FLU) designation of **Mixed-Use Suburban (MU-S)** to the parcels with no future development proposed at this time.

According to the Escambia County Property Appraiser, one parcel is vacant and the other contains a single-family residence, both parcels total 22.3 +/- acres.

Standard Map Amendment Criteria

1. Availability of Facilities and Services:

The availability of public facilities and services are necessary to accommodate existing and future development, to promote orderly growth within areas best suited to

accommodate development, protect sensitive natural resource systems and rural and agricultural areas. All level of service (LOS) standards are evaluated for compliance during the review processes stated in the Land Development Code (LDC) for proposed development.

A. Sanitary Sewer

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

Analysis: The applicant stated at least one of the parcels had a septic tank with no mention of available sewer connection in the area. Once a project is proposed and application submitted to the County, such proposal must identify the providers for sanitary sewer, and any residential development will be reviewed and must receive approval thru the Site Plan Review process.

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

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

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

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045. Based on the application submitted, there are no plans for development of these parcels and if development approval is requested, the application must identify the providers for solid waste disposal and be reviewed thru the Site Plan Review process.

C. Potable Water

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

***CP Policy* INF 4.1.1 Service Agreements.** Potable water service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and ECUA, the Escambia County Utilities Authority Act, and franchise agreements between Escambia County and other water service providers that were in operation on August 1, 1981.

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

***CP Policy* INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Potable water is supplied to the DSAP's by four separate utility providers: Cottage Hill, Emerald Coast, Farm Hill, and Molino Utilities. Although the applicant did not provide documentation confirming available potable water service, treatment, pumping, and distribution to the site, based on public records, Farm Hill Utilities services these parcels. Once a project is proposed and application submitted to the County, such proposal must identify the providers for such services. Any future development request will be reviewed and must receive approval thru the Site Plan Review process.

D. Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

Analysis: There is no proposed development at this time, however assuming there could be more dwelling units which equates to more impervious cover, it may affect stormwater management and must meet the current standards of the LDC. Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

E. Traffic

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

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

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

Analysis: The applicant stated there is no proposed development for this parcel at this time. Any development application for the location will require submittal, review and approval thru the Site Plan Review process

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may

include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Open space is a development principle in the Sector Plan. Open space plays an integral role in all neighborhoods, both as a recreation opportunity as well as organizing elements and focal points for the communities. At the current time there is no proposed development for these parcels, however in the future any development must go through the Development Review process and meet all standards for Recreation and Open Space.

G. Public School Facilities

***CP Policy* ICE 1.1.2 Interlocal Agreements.** Escambia County will implement adopted interlocal agreements with the Escambia County School Board, the City of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County so as to provide for coordination and evaluation of development proposals that affect the bays, bayous, sound, or gulf (including estuaries and estuarine systems).

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are Kingsfield, Ransom and Tate. At the time of application, no development is proposed, however any increase in density may have an effect on student population projections, requiring the plan to be reviewed and approved thru the Site Plan Review process.

2. <u>Impact on Natural Resources</u>

A. Wellheads

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

Analysis: Based on the Geographical Information System (GIS) layer, the subject parcels are not located in a wellhead protection area.

B. Historically Significant Sites

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant did not provide any documentation of a request made to or response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded resources within the parcels.

Once a project is proposed and application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

C. Natural Environment

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

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: *At this time there is no development proposed on the subject parcels. Once a project is proposed, the application will be reviewed and must receive approval through the Site Plan Review process.*

3. **Comprehensive Plan requirements for changes to an existing DSAP.**

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP: Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis. *The primary component of a DSAP is a land use plan. This plan is comprised of a land use map, depicting the distribution, extent and location of land uses, and a development program identifying the permissible densities and*

intensities of these various uses. In combination, these items form the basis from which a detailed analysis of DSAP impacts may be calculated. There are two DSAP land use plans, Muscogee DSAP and Jacks Branch, that capture the consensus long-term vision for the area. Both DSAPs were assigned development types and associated densities based on the proportionate share of the overall sector plan.

The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres, as can be identified in Figure 2.01A, Attachment A.

The subject parcels are in the southeast area of the Muscogee DSAP with access from Kingsfield Road. Analysis of the areas under the DSAP land use plan designated these two parcels as being Conservation Neighborhood. If approved, the requested removal of the parcels **would create** a remnant area in Section M-26, with 7 parcels that will be isolated from the rest of the DSAP.

4. Parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

The total developable acreage in the entire Sector Plan is 8,611.80 acres. Based on staff calculations utilizing data from Section 2.02 of the DSAP document, the parcels totaling 22.3+/- acres, represent 0.25% of the existing developable acreage of the entire **Sector Plan.**

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Muscogee DSAP** under the Conservation Neighborhood Land Use is 1,289.90 acres. Removal of the applicant's 22.3 acres will result in a **1.73% decrease** in the total residential developable acreage.

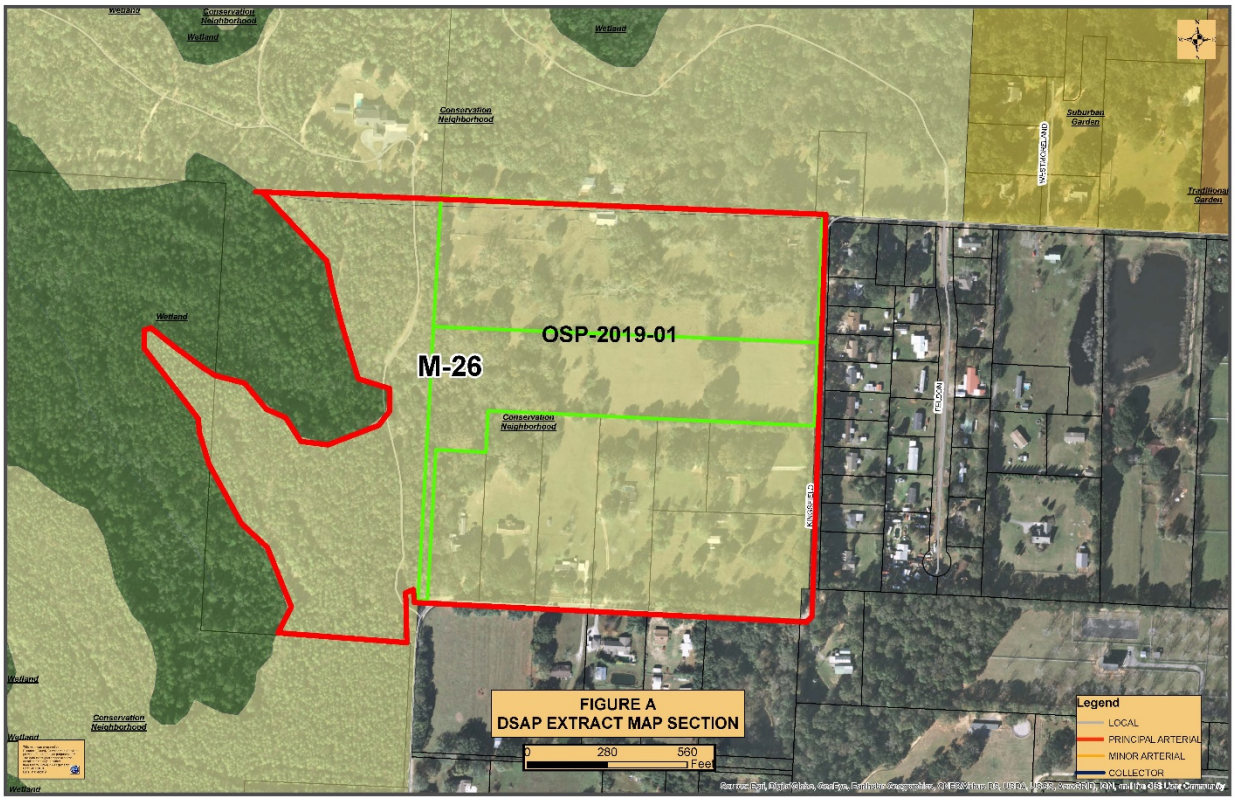


Figure A

The specific Muscogee DSAP Land Use for parcels in sections M-26 (Figure A) is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

M-26 section total development acreage 60.8 acres-
-low density x (0.1) yielding a total density of 6 dwelling units
-medium density x (1) yielding a total density of 60 dwelling units
-high density x (3) yielding a total density of 182 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

M-26 section
a. the applicant's parcel area represents 36.6% of the total developable area.
b. removal of the applicant's +/-22.3 acres from the total developable acreage for section M-26, will result in a reduction of 66.9 total dwelling units under the high-density allocation.

This is the **second Opting-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **30.97.**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to- employed residents' ratio of **1.18**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.18.**

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2019-01, 200 Block of Kingsfield Road (parcels 301N312203000000 & 301N312203000005), agenda item for the Planning Board meeting scheduled for February 4, 2020. Please see the below comments.

The property in question has frontage on (CR 186) Kingfield Road. Kingsfield Road is a two-lane undivided facility without paved shoulders. The approximate pavement width for this segment of the roadway is 18 feet, with right-of-way at 30 feet. The posted speed is 35 MPH.

The County has an active project in design "Kingsfield Road Extension Project" that will reconstruct the existing roadway from Hwy 97 west to the first 90-degree curve, as well as construct a new 2-lane roadway further west to connect to the eventual Beulah Interchange Connector Project. The County has reached 60% design and is in the right-of-way phase. Construction phase will follow design and right-of-way phases, once the necessary funding has been identified.

Per the TPO's Congestion Management Process Plan, this section of Kingsfield Road does not have a formal roadway classification; however, the County considers its function as a local collector roadway. The County performed traffic counts on this portion of W. Kingsfield Road in 2017. The daily volume was recorded as 641 near Beulah Road and 1,168 just west of Highway 97. This segment of the roadway is functioning within its allowable capacity.

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

6. <u>The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.</u>

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services.

(4) Public and civic.

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.
The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; Conservation Neighborhoods are located greater than ½ mile from Town, Village and Neighborhood Centers and are typically located in more rural areas of the DSAP. They are subdivisions of clustered, single-family dwellings intended to:
• Establish a more efficient use of land and infrastructure, thereby reducing costs to taxpayers, residents and developers.
• Offer landowners alternatives to conventional, large-lot development and incentivize the conservation of natural resources.
• Create usable and accessible open space for use by neighborhood residents.
• Contribute to an overall, interconnected open space system which links individual neighborhoods to parks and other publicly owned landscape.

Based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre.

7. <u>The consistency of any requested Future Land Use designation with the underlying zoning.</u>

The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

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

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation

Prior to adoption of the DSAP, the FLU designation for this parcel was **MU-6 (area 4)** which limited residential dwelling units to **.50 dwelling per acre**.

9. Analysis to consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption.

Prior to the adoption of the Mid-West Escambia Sector Plan, the parcel was zoned Villages Rural Residential, VR-2 with a FLU of MU-6, Area 4. Based on historical data, under Chapter 7 of the 2020 Comprehensive Plan, Policy 7.A.4.7: Future Land Use Categories (Densities and Intensities), f. (6) MU-6, the average density for residential uses would have been **limited to .50 du/acre**.

Based on that existing data, **the residential development rights** for the parcel were in-fact **increased** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which has a designated residential development maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated by the Development Review Committee, utilizing the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan. Attachment B.

If approved the parcels will be assigned the Future Land Use Category of MU-S as shown in Attachment C.

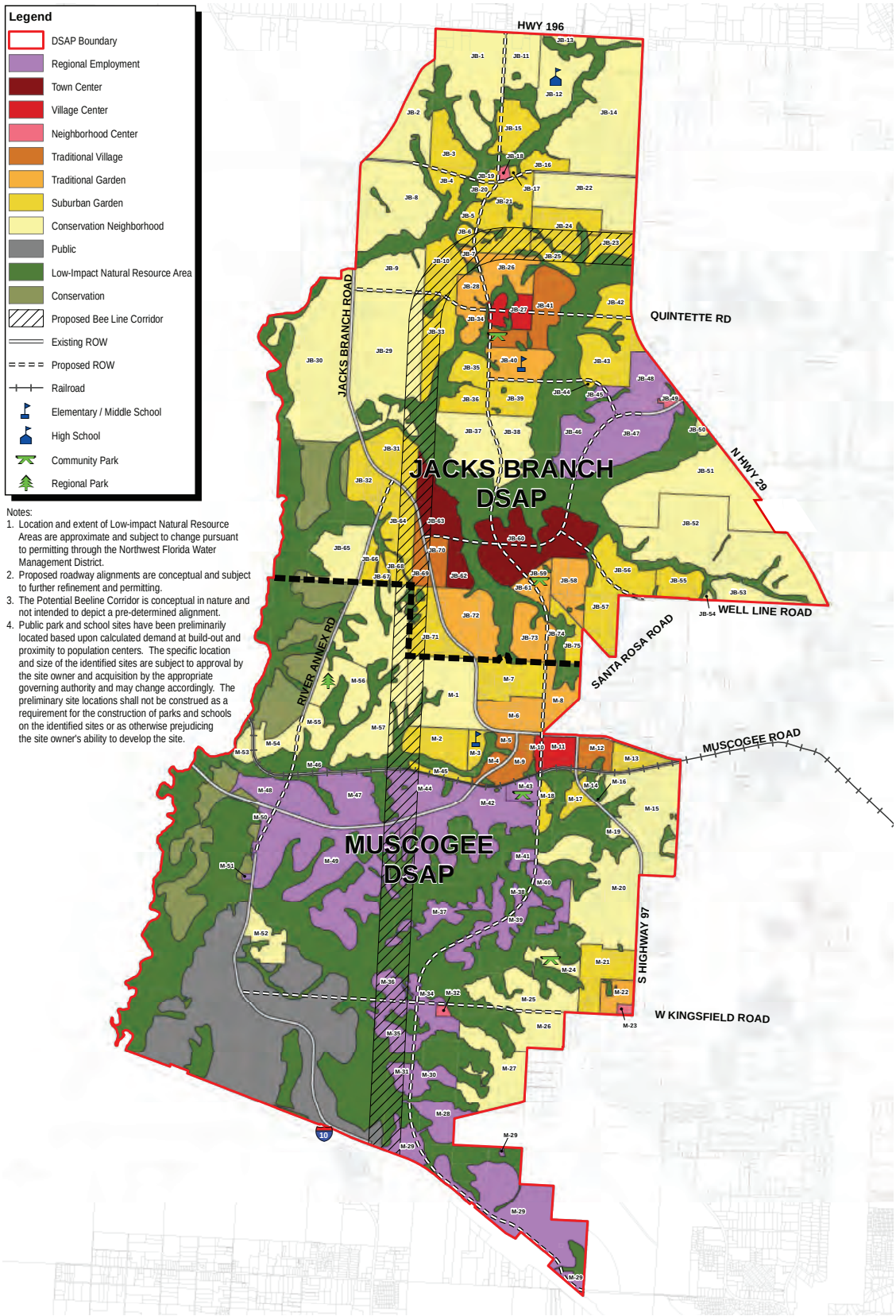


Figure 2.01.A Final Land Use Plan

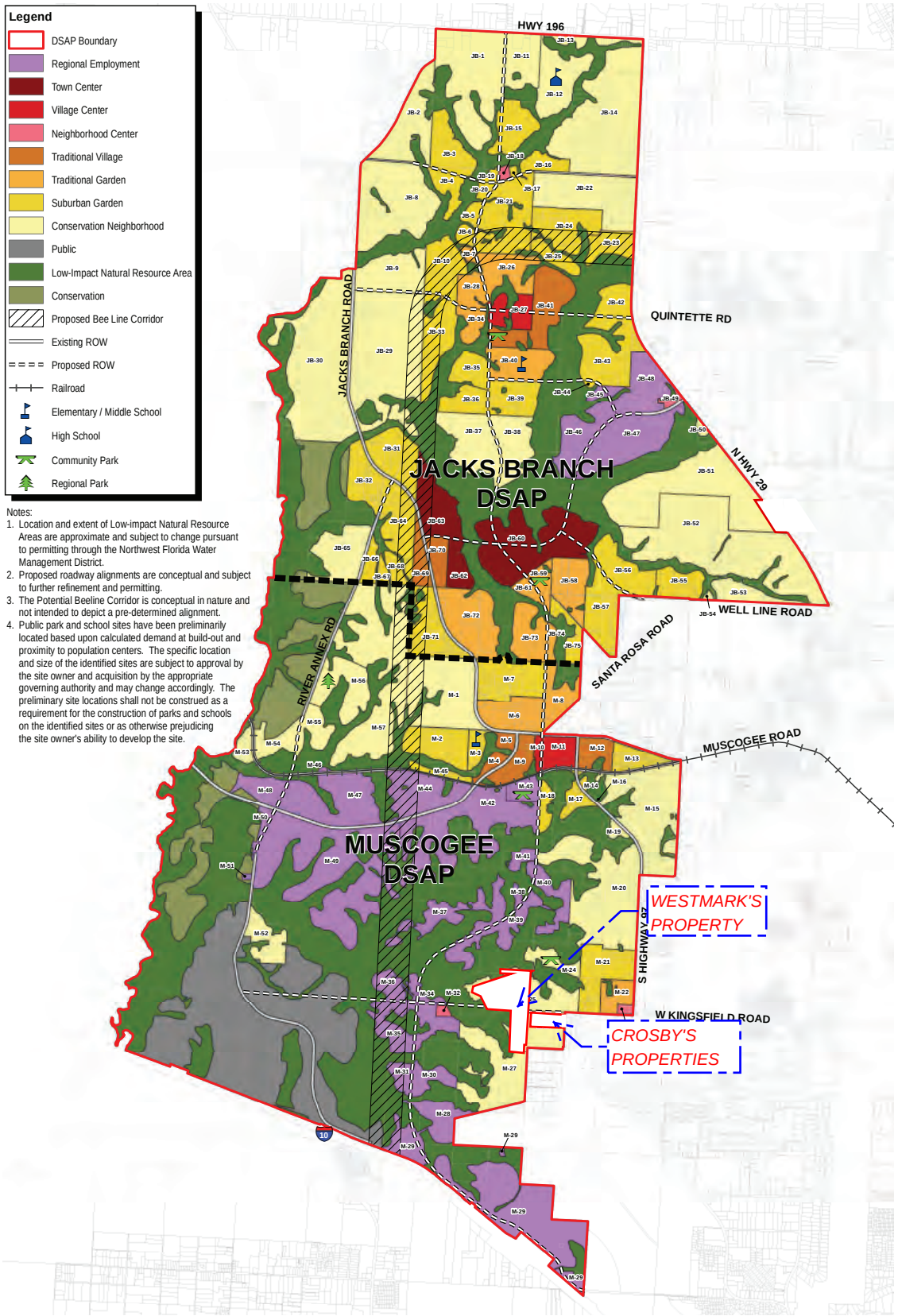
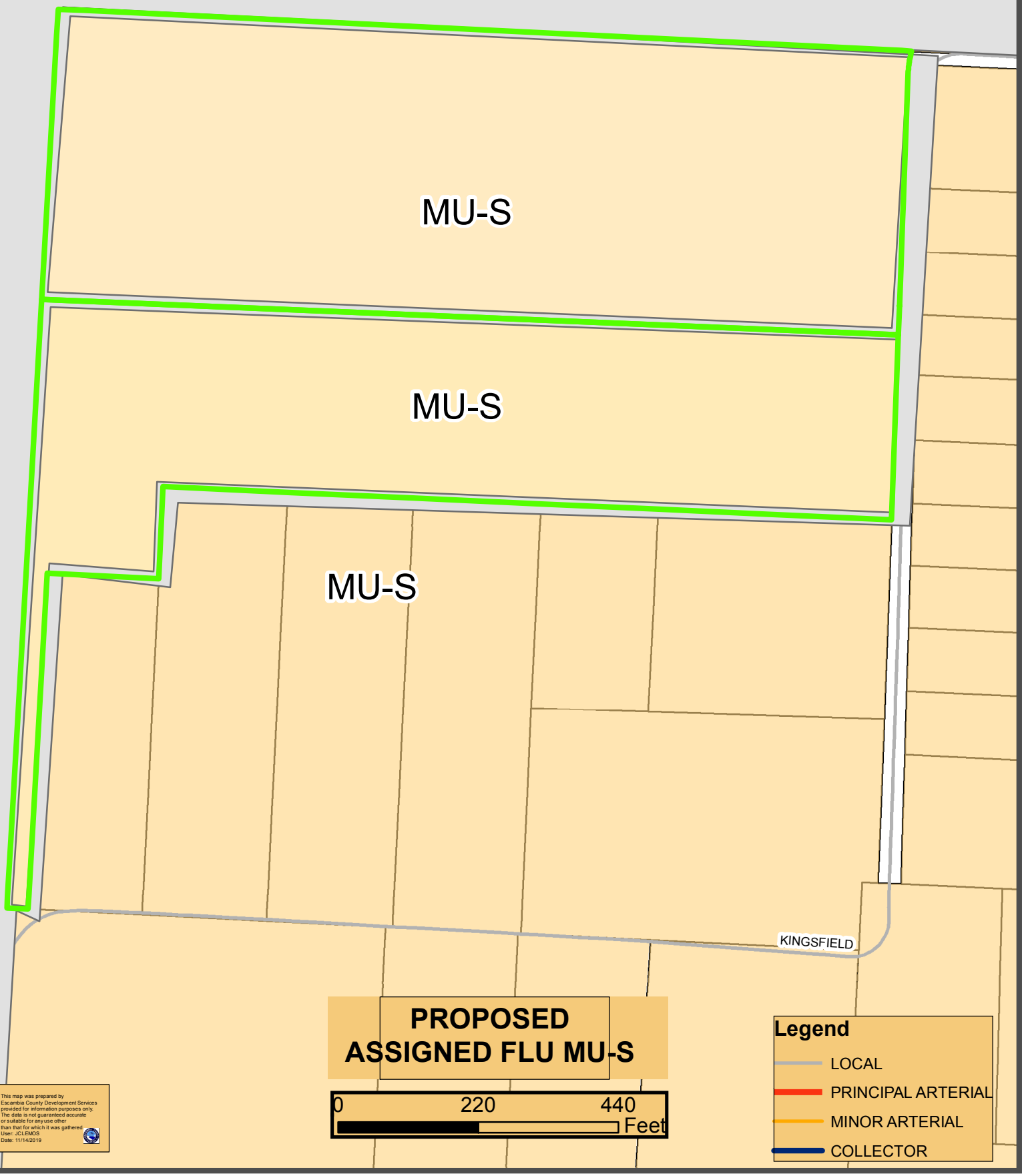


Figure 2.01.A Final Land Use Plan

ATTACHMENT C

SECTOR PLAN AREA



ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING TWO PARCELS WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-000-000 TOTALING 12.27 (+/-) ACRES AND PARCEL NUMBER 2203-000-005 TOTALING 10.01 (+/-) ACRES, LOCATED ON KINGSFIELD ROAD, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO TWO PARCELS WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-000-000 TOTALING 12.27 (+/-) ACRES AND PARCEL NUMBER 2203-000-005 TOTALING 10.01 (+/-) ACRES, OF MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-01."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A), as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> Two parcels within Section 30, Township 1N, Range 31W, parcel number 2203-000-000 totaling 12.27 (+/-) acres, and parcel number 2203-000-005 totaling 10.01 (+/-) acres, both located on Kingsfield Road.

The amended Final Land Use Plan Map boundary is reflected in Attachment “B.”

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-01."

Section 5. Changes to the 2030 Future Land Use Map

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

> Two parcels within Section 30, Township 1N, Range 31W, parcel number 2203-000-000 totaling 12.27 (+/-) acres, and parcel number 2203-000-005 totaling 10.01 (+/-) acres, both located on Kingsfield Road, included as Attachment C, **assigning a FLU of Mixed-Use Suburban (MU-S).**

Section 6. Severability

DRAFT

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

Section 7. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

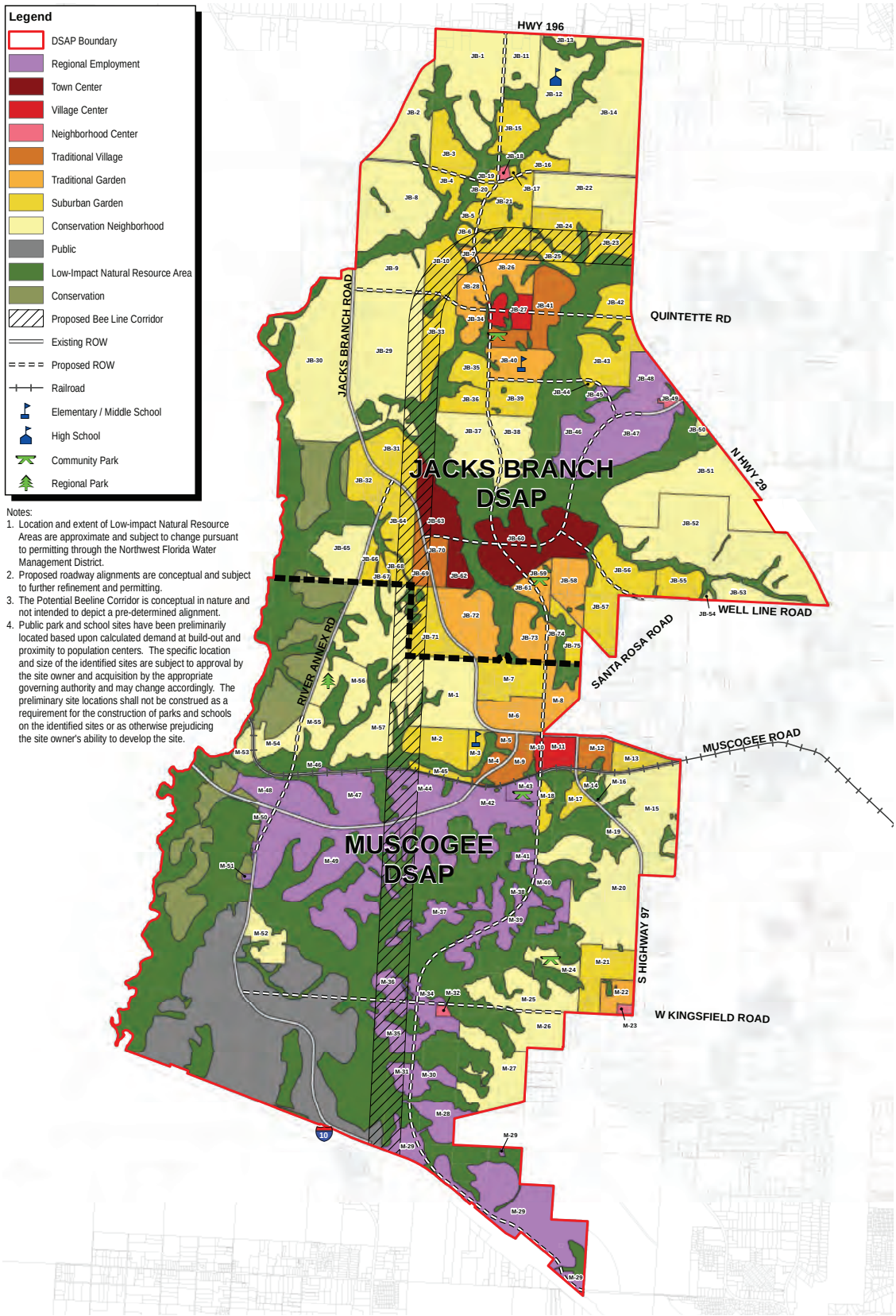


Figure 2.01.A Final Land Use Plan

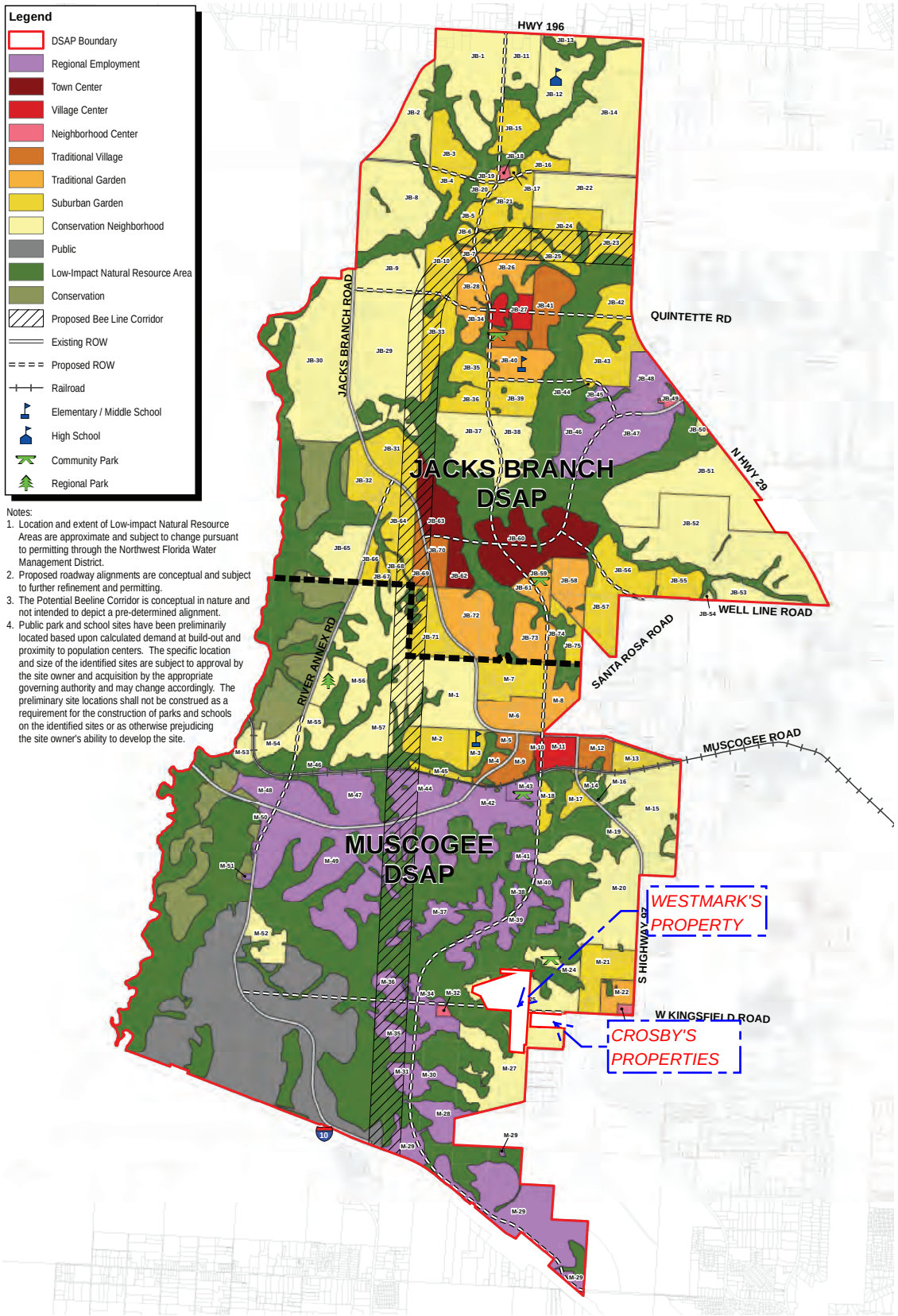
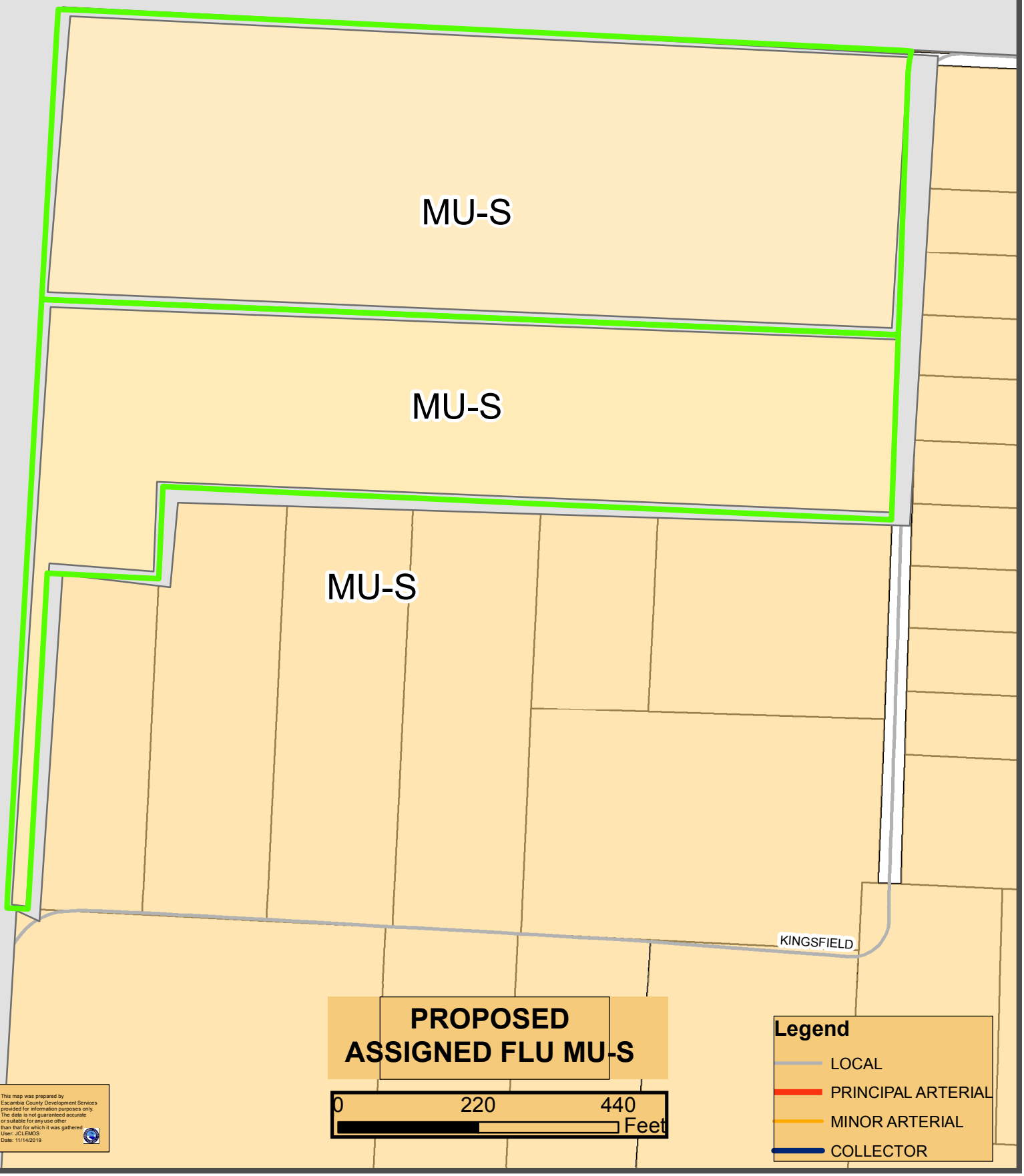


Figure 2.01.A Final Land Use Plan

ATTACHMENT C

SECTOR PLAN AREA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17559 **Growth Management Report 14. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2019-03
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-03

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to a parcel within Section 30, Township 1N, Range 31W, Parcel Number 2203-001-001, totaling 4.04 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

BACKGROUND:

The property owner is requesting a parcel be removed from the Escambia County Mid-West Sector Plan (SP), in the Muscogee Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential dwelling of 3 du/acre.

The request is to assign a Future Land Use (FLU) designation of Mixed-Use Suburban (MU-S) to the parcel with no future development proposed at this time.

According to the Escambia County Property Appraiser, the parcel contains a single-family residence, with total 4.04 (+/-) acres.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

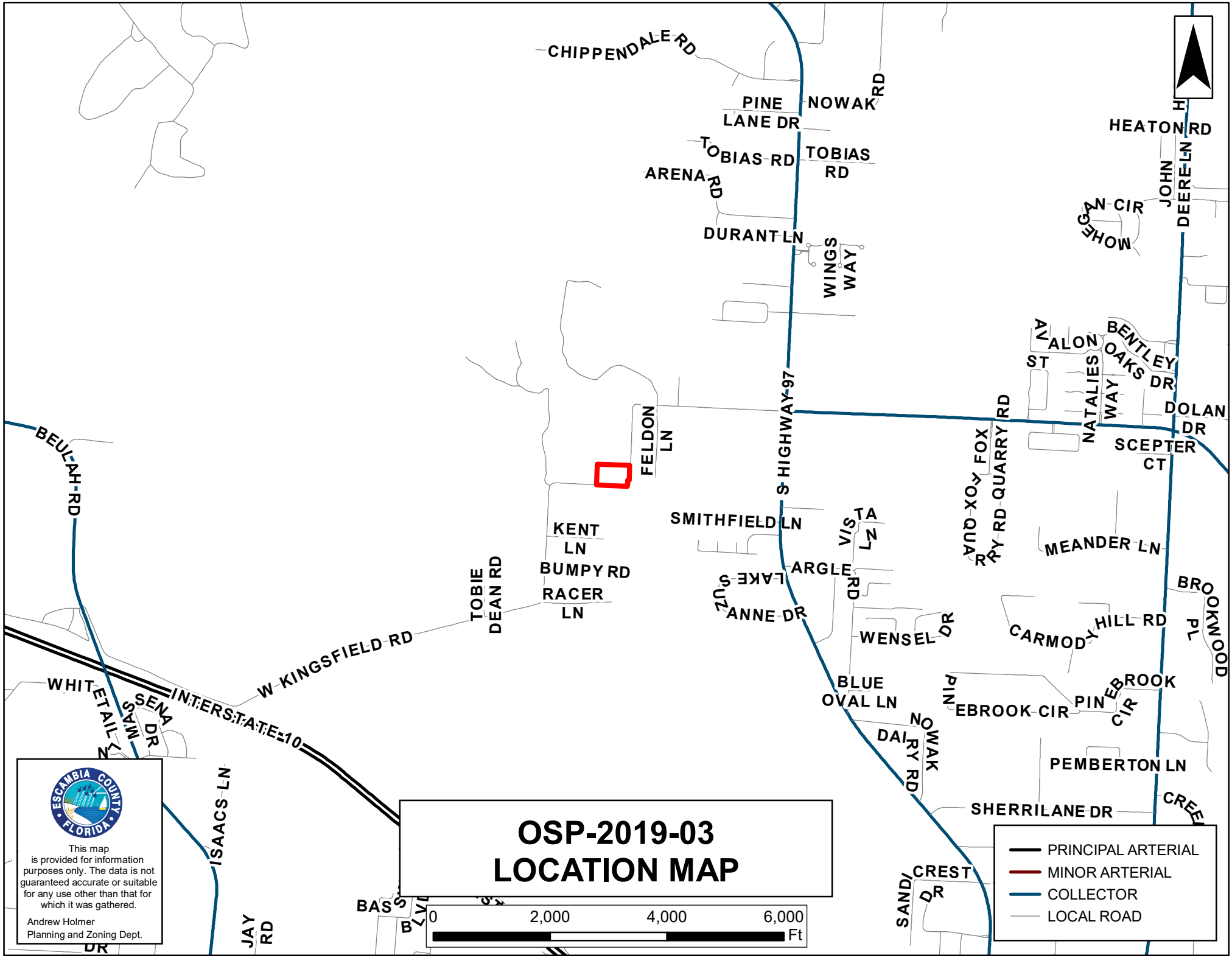
This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

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

Attachments

OSP-2019-03 Working Case File
Staff Analysis with Attachments
Draft Ordinance with Attachments

OSP-2019-03


CHIPPENDALE RD
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NOWAK RD
TOBIAS RD
TOBIAS RD
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AVALON ST
BENTLEY OAKS DR
NATALIES WAY
DOLAN DR
SCEPTER CT
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BEULAH RD
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BUMPY RD
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MEANDER LN
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WENSEL DR
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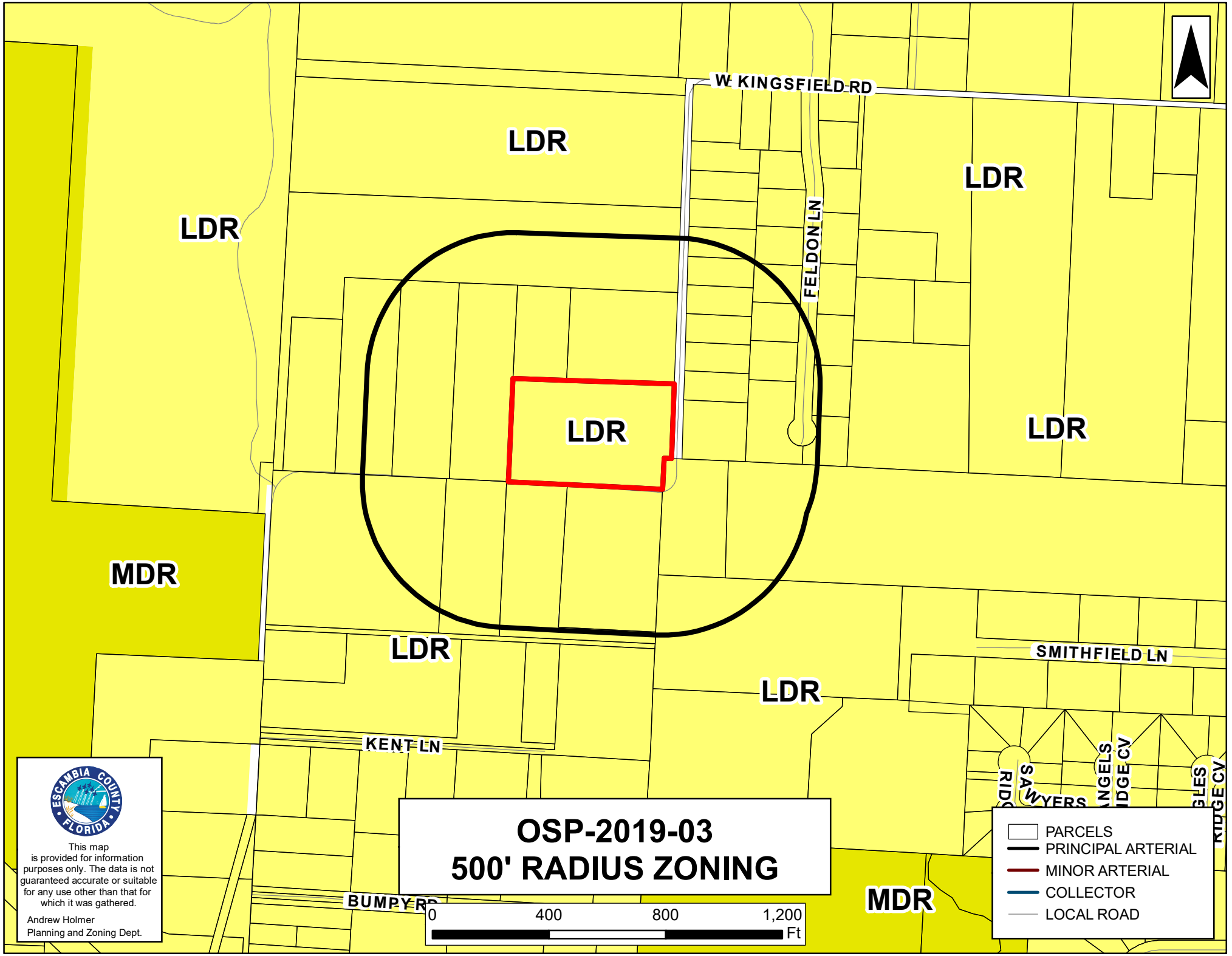
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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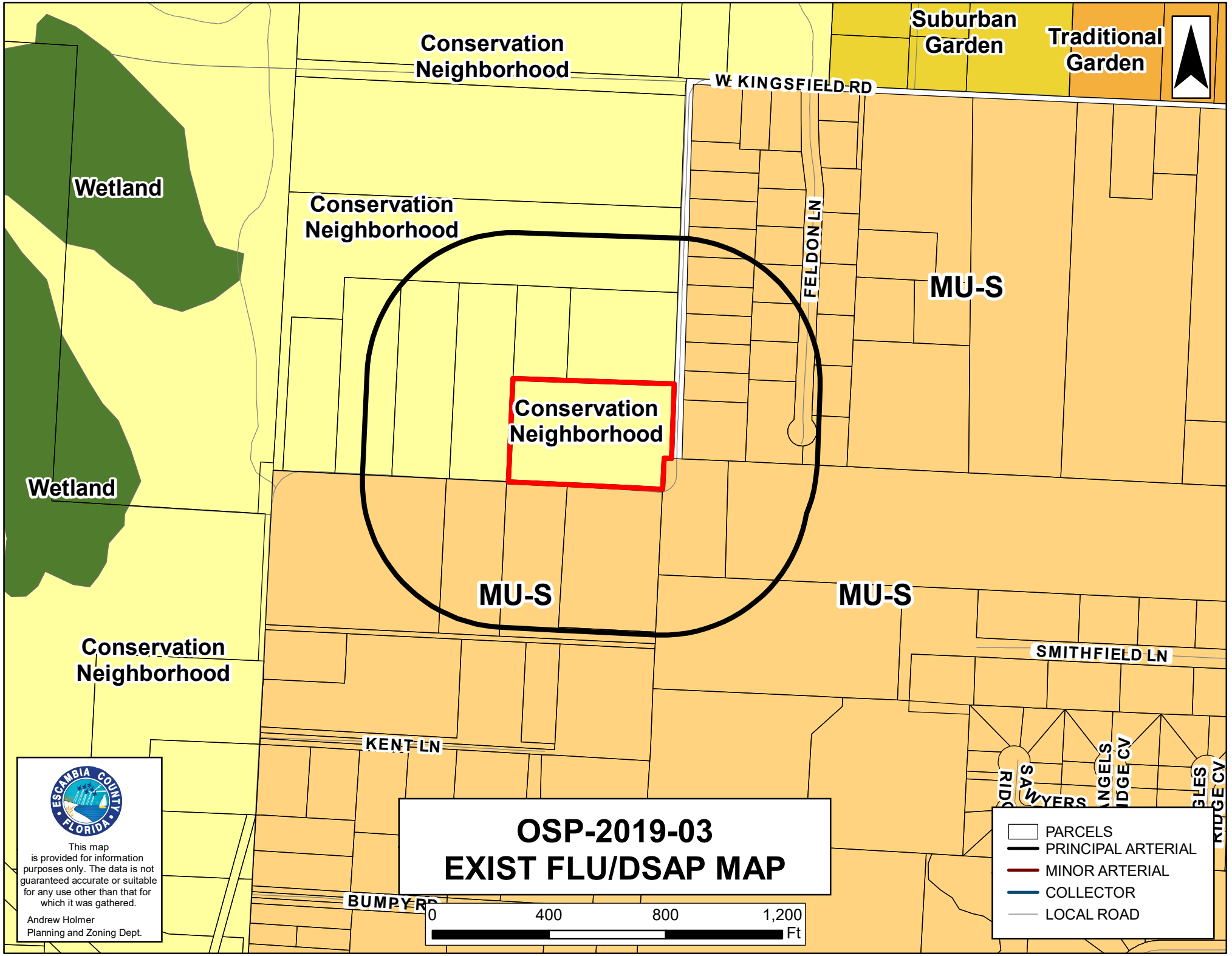
Conservation Neighborhood
Suburban Garden
Traditional Garden
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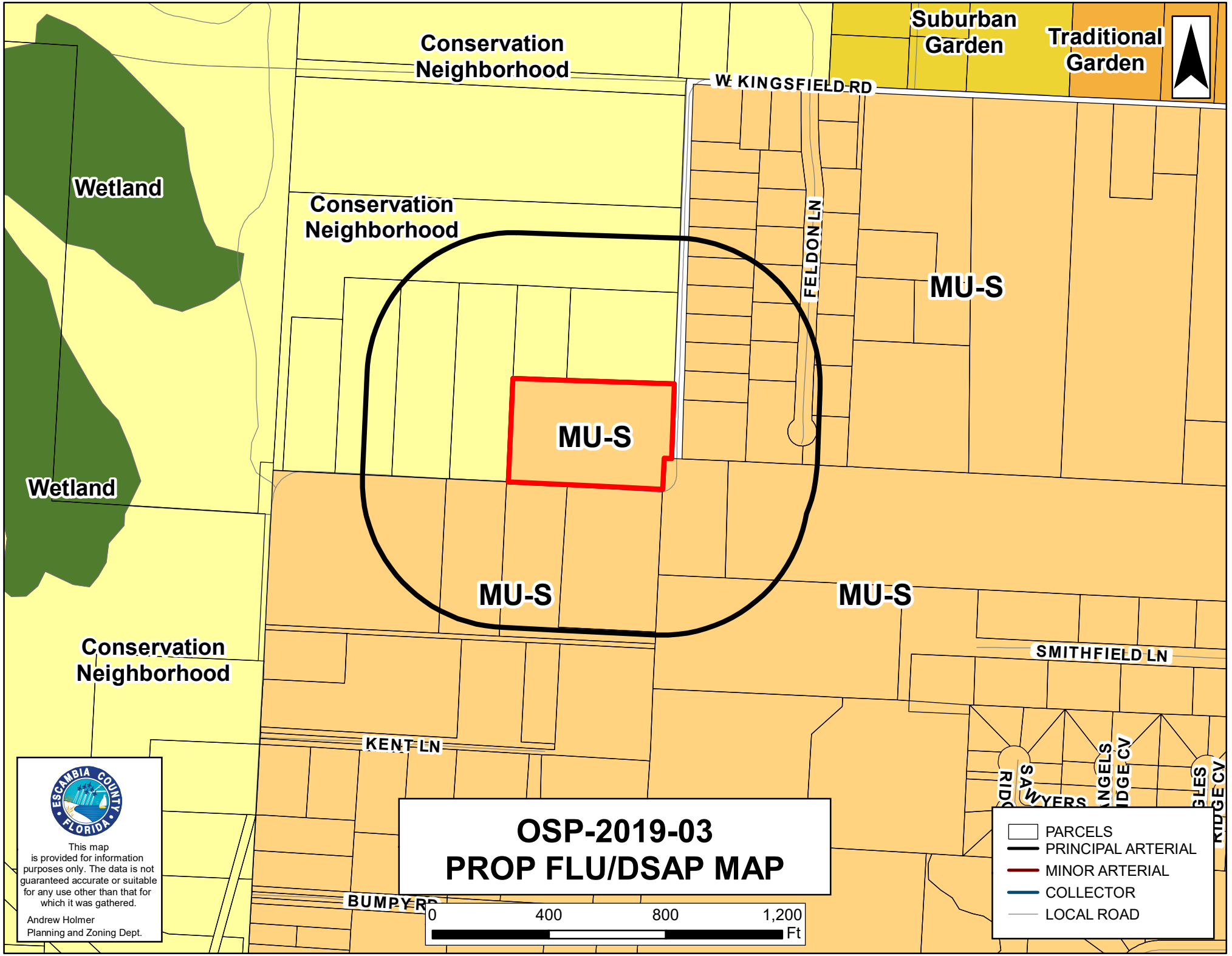
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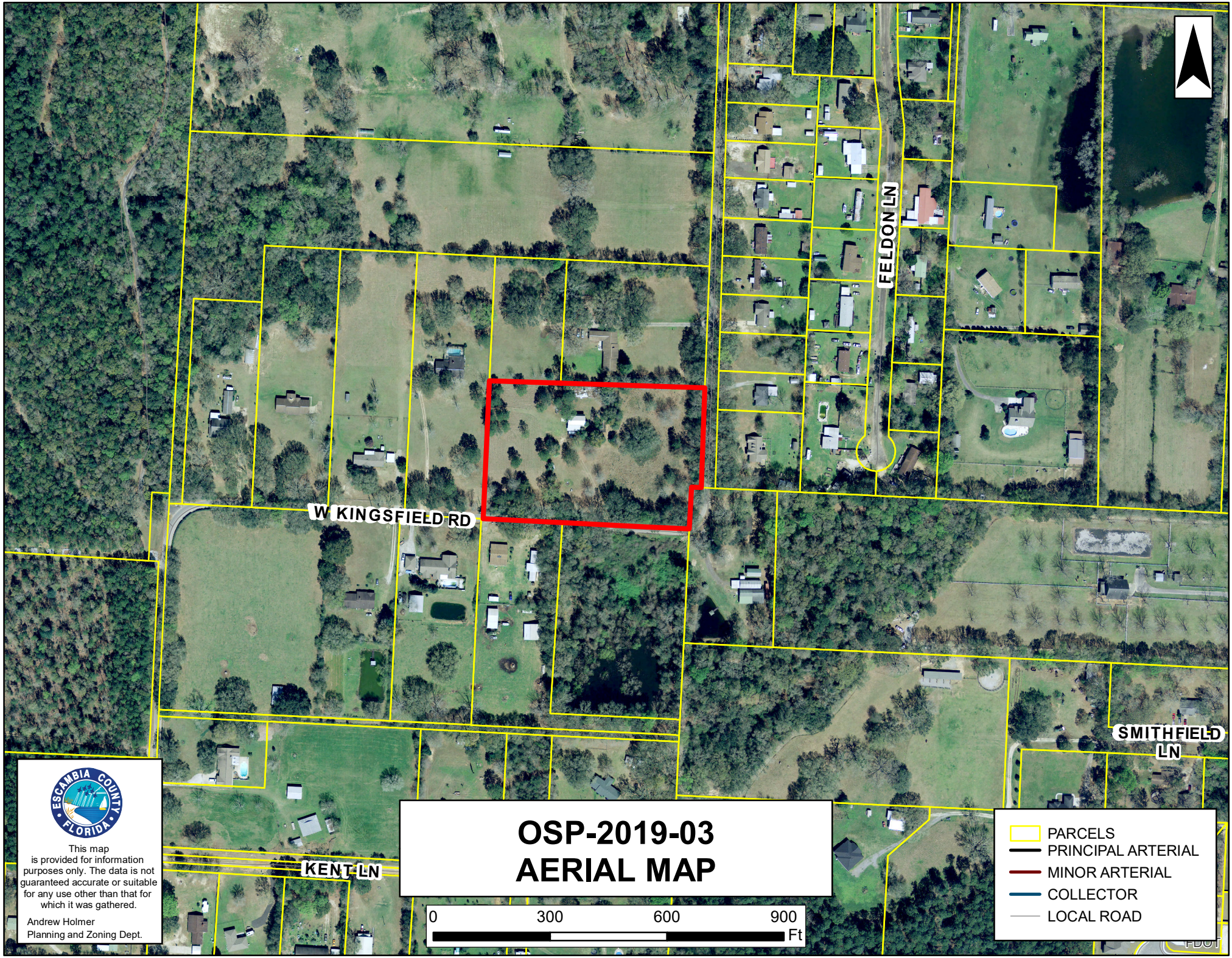
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OSP-2019-03
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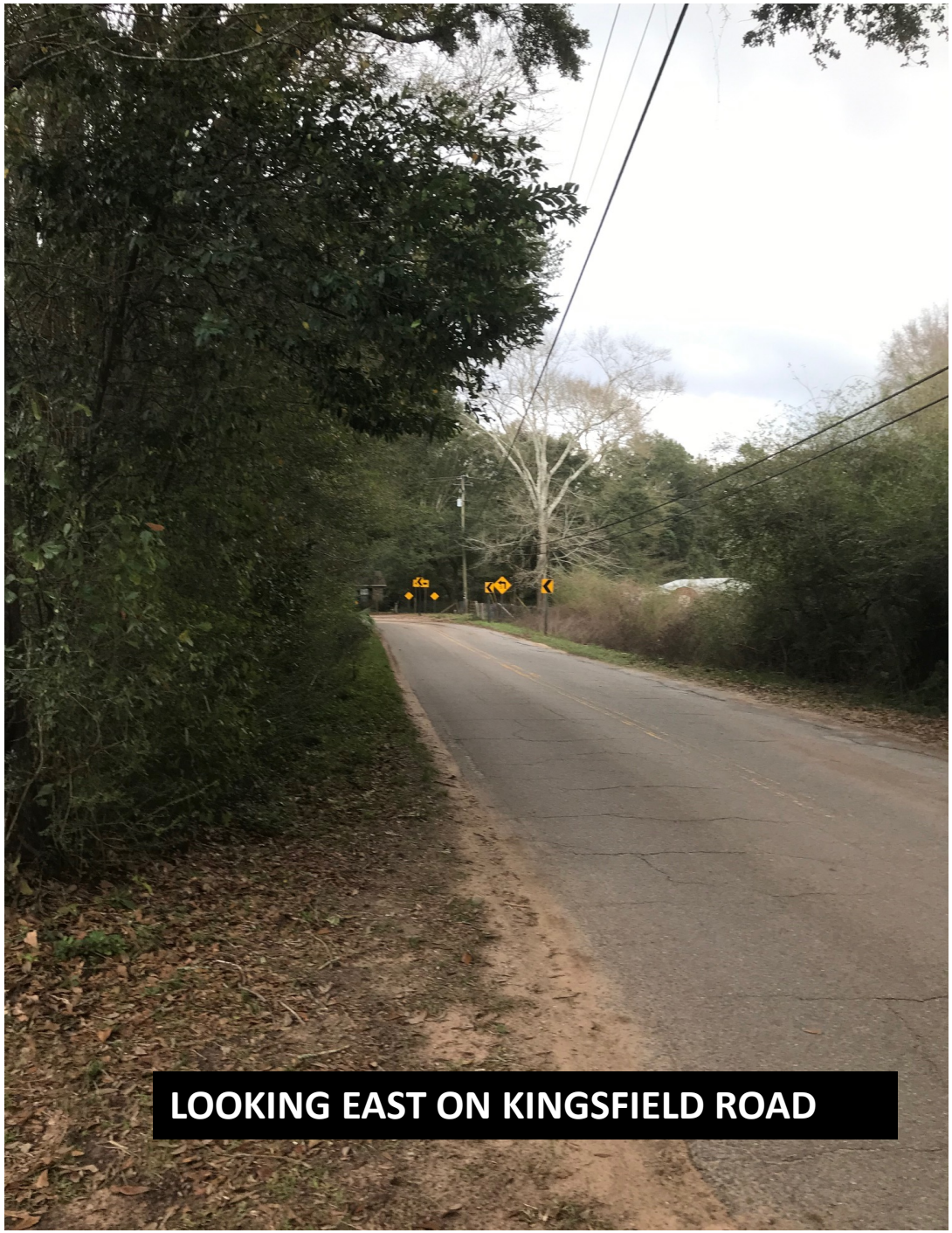
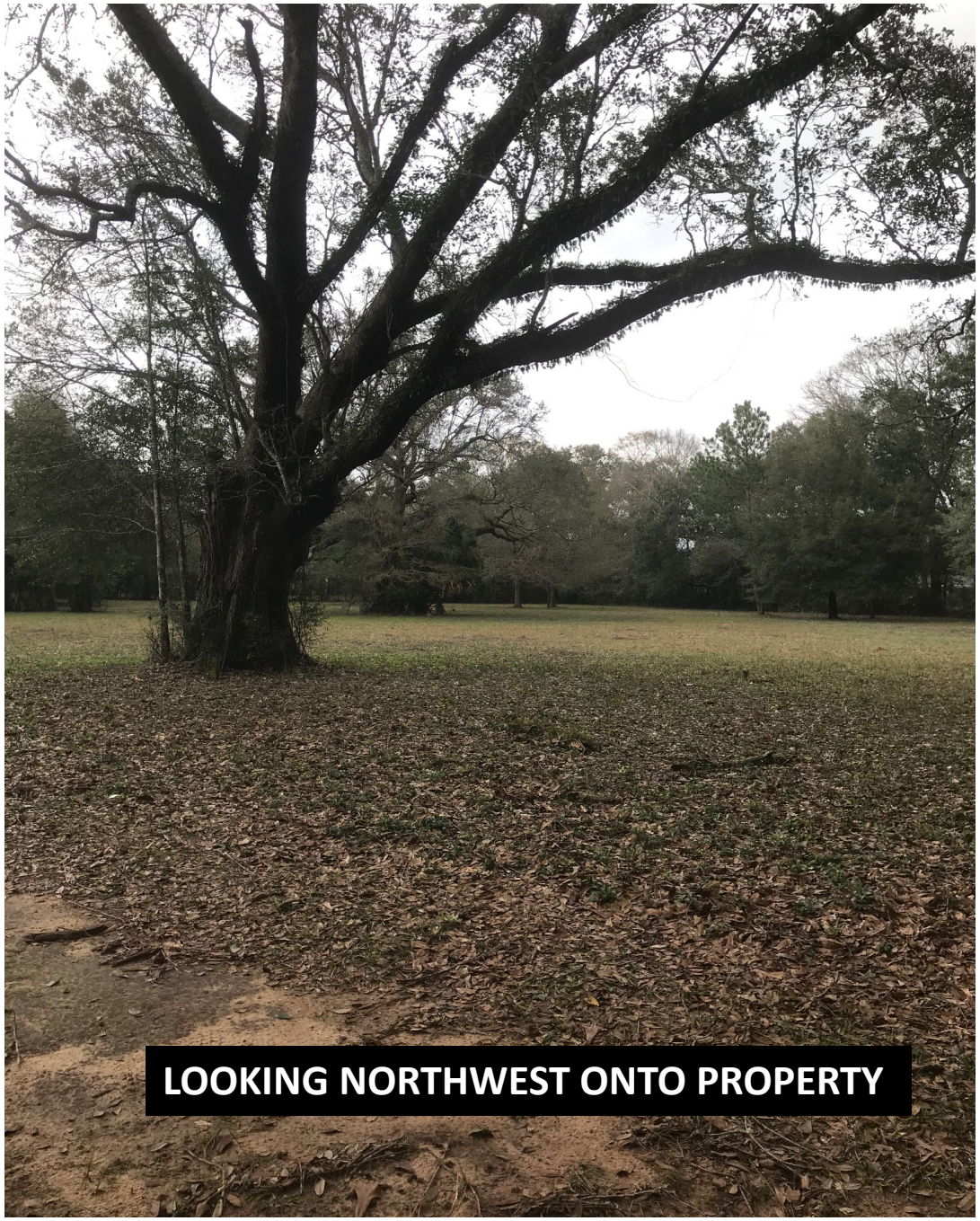
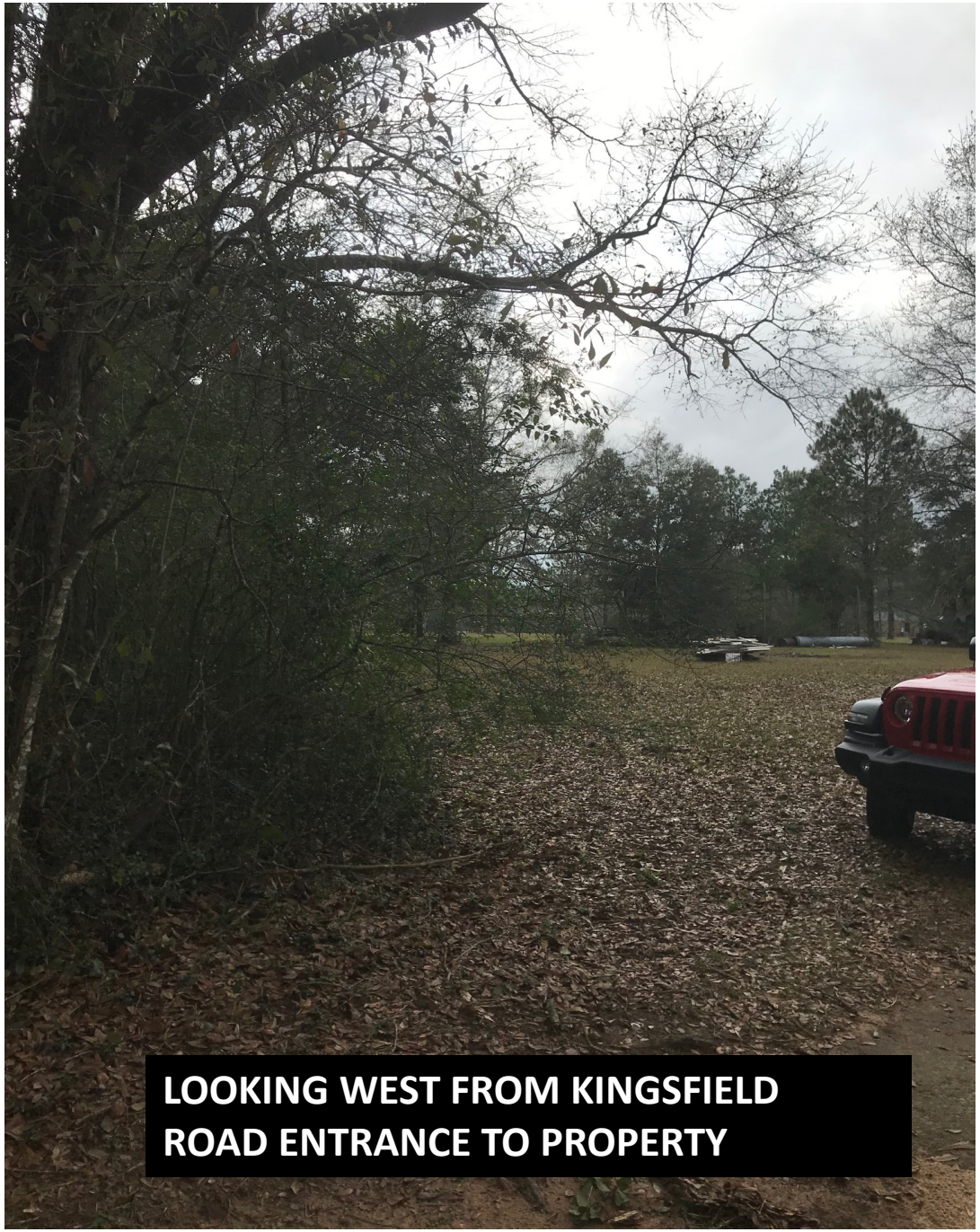
PUBLIC HEARING SIGN


LOOKING EAST ON KINGSFIELD ROAD


LOOKING NORTHWEST ONTO PROPERTY



LOOKING NORTH FROM KINGSFIELD ROAD



LOOKING WEST FROM KINGSFIELD ROAD ENTRANCE TO PROPERTY

JOLLY 1900 W Kingsfield Rd

Miriam C Arnold Life Estate
Cecil D Arnold cdarnoldjr74@gmail.com
Cynthia A Jolly cajolly@aol.com
Agent Clyde L Jolly jollycl@aol.com
(850) 712-5144
Mailing:1955 W Kingsfield Rd Physical: 1900 W. Kingsfield Rd
Cantonment, FL 32533

November 22, 2019

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **Cecil D Arnold and Cynthia A Jolly, Owners**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan and Future Land Use Map Amendment
Parcel Reference 30-1N-31-2203-001-001 at 1900 W. Kingsfield Road

Dear Planning Board Members and Director Jones:

This letter supports our request that the above-referenced property be allowed to "opt out" of the Detailed Specific Area Plan (DSAP) otherwise known as the Escambia County Mid-West Sector Plan. If approved, the subject property will revert to its current underlying zoning of regular county LDR with the appropriate assigned Future Land Use (FLU) of Mixed Use-Suburban (MU-S). And that is the effective zoning and FLU we are applying for (application attached).

Our property is zoned regular county LDR as previously noted, which is what we want. But our effective zoning is Sector Plan LDR, or Conservation Neighborhood, which severely degrades our property use and value compared to the county standard LDR.

Members, Escambia County Planning Board
Mr. Horace L. Jones

It has been represented that the Sector Plan Conservation Neighborhood is comparable to county LDR. That is simply not true when applied to high value development property like ours.

Here are the stark differences:

One: The Dwelling Unit Reduction. County LDR allows four dwelling units per acre. Sector Plan LDR/Conservation Neighborhood arbitrarily shrinks the county standard by twenty-five percent (25%) to three dwelling units per acre, without providing any rational basis for the reduction.

A decade ago when the Sector Plan was conceived that probably wasn't an issue. With the rising cost of land, development infrastructure, and building construction, that could be an issue now depending upon physical characteristics of the property and its location.

Two: The 50% Rule. This provision requires the developed area of a proposed subdivision shall not exceed fifty percent (50%) of the gross land area of the site. In our case, where our property is approximately ninety percent (90%) buildable, that provision renders nearly half of our valuable property practically worthless for its highest and best use. The net effect is, in reality, a de facto taking without compensation.

Three: Open Space Design. This restriction reinforces the previous one. It states as follows: "At least fifty percent (50%) of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (See EXHIBIT A – Escambia County Mid-West Sector Plan, Section 3.03 Conservation Neighborhood Guidelines pages 55, 56, and 57.)

None of these severely limiting restrictions apply to county LDR, nor do they appear anywhere else in the county's land development code, including medium and high density residential and other categories of zoning in the Sector Plan itself, all of which are comparable to regular county zoning.

Under these circumstances, no developer interested in making a profit is likely to pay top dollar for our property knowing full well he's got to give up development rights on a portion of it and face uncertainty about what he can do with the rest.

It is obvious that a basic competitive unfairness and inequity exists between property owners with county LDR and those with Sector Plan LDR/Conservation Neighborhood. That unfairness also acts as a strong deterrent to residential development in the Sector Plan. Since the

Sector Plan was approved eight years ago, there have been numerous residential developments in the area outside of the Sector Plan boundaries with dozens more in process. By contrast, during that time there has been only one approved subdivision in Sector Plan LDR/Conservation Neighborhood, and in that instance the developer found a way to extract value from a portion of the required "set-aside" property he was prohibited from developing to offset his costs of lost development rights.

There also exists a basic unfairness between property owners within the Conservation Neighborhood. For example, property owners with forty to fifty percent jurisdictional wetlands on their property are not required to give up any of their buildable land. The required conservation, or agricultural, component is already in place there due to God and the Environmental Protection Agency.

In other words, the highest value properties, like ours, are forced to bear the full burden of surrendering a portion of our valuable upland without compensation to accommodate perceived public interest that was not established by sufficient public input, hearings, proper legal notice and consent of the property owners. Virtually all of them are small landowners who were swept up into this thing with no idea how their property rights would be affected. Only the "Stake Holders" with 150+ acres were notified by letter. According to FL Statutes, all property owners within the FLU/DSAP overlay sector would be allowed to opt out at any time BEFORE the approval of the sector plan but require permission thru the jurisdiction after the granting of approval. I would venture to say 85% of the existing landowners to this day do not know what the Mid West Sector Plan is and what it means to them.

We have lost nearly half of our development rights compared to our regular county LDR zoning and we have lost substantial value due to passage and continued existence of the Sector Plan. Right across the street from my properties they are old LDR yet we are Conservation due to the overlay sector plan. The Sector Plan does not allow variances, exceptions, adjustments for changing conditions, development rights swaps, or any other changes whatsoever. Once you're in it, you're stuck, and your only recourse is to opt out.

The Board of County Commissioners has become aware of these problems, and recently voted unanimously to direct staff to reduce fees for processing opt-out applications and make it easier and quicker for property owners to opt out if they choose to do so. The new schedule waives all fees for property owners with ten acres or less, and levies $975 for properties over ten acres, which is a seventy-five percent (75%) reduction from approximately four thousand dollars ($4,000). The Board's clear intent is to streamline and expedite this opt-out procedure as a fair and equitable remedy for landowners whose private property rights have been infringed upon unjustly. (See Resolution R2019-92 passed by BOCC unanimously, 5-0 vote, September 11, 2019.)

For the reasons noted in this letter and in consideration of the will of the Board of County Commissioners, we request your favorable recommendation for our opt-out application so it can move forward to the Board of County Commissioners for final approval.

Sincerely,

Clyde L Jolly Agent

Attachments: Mid-West Escambia County Sector Plan Opt-Out Request with Future Land Use Map Amendment Application

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

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPTING-OUT and FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: OPTING OUT OF THE SECTOR PLAN
Current DSAP Land Use: CN Requested FLU: MU-S Zoning: LDR
Previous FLU:_____
Taken by:_____
Planning Board Public Hearing, date(s): 1/7/2020

BCC Public Hearing, proposed date(s): 2/6/2020

Fees Paid N/A Receipt # _____ Date:

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

Name: MIRIAM C ARNOLD LIFE ESTATE ET ALL

Address: 1900 BLOCK W. KINGSFIELD RD

City: CANTONMENT State: FL Zip Code: 32533

Telephone: (850) 712-5144

Email: JOLLYCL@AOL.COM

DESCRIPTION OF PROPERTY:

Street address: 1900 BLOCK W. KINGSFIELD DR.

Subdivision: N/A

Property reference number(s) 30-1N-31-2203-001-001

Size of Property (acres) 4.04 Sewer____ Septic Tank____

1900 Block

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

FUTURE LAND USE MAP AMENDMENT
Mid-West Escambia County Sector Plan Opting-Out APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ____ Letter of request, including reason(s) for map amendment and desired future land use category
3. ____ Notarized Affidavit of Ownership and Authorization (form herein)
4. ✓ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ✓ Concurrency Determination Acknowledgement (form herein)
6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. ✓ Street Map depicting general property location
8. ✓ Legal Description of exact property area proposed for opt-out and a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
9. N/A Opt-Out Future Land Use Map Amendment Application fee
10. ✓ Complete Data and Analysis (See applicable page herein)

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

DUAINE ARNOLD 10/31/2019
Signature (Property Owner) Printed Name Date

Clyde L. Jolly Clyde L. Jolly 10/31/19
Signature (Agent's Name) Printed Name Date

2003 W KINGSFIELD RD
Address:

City: CANTONMENT State: FL Zip: 32533

Telephone (850) 712 - 5144 Fax # ( ) -

Email: JollyCL@AOL.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 31 day of October, year of 2019 by , who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, (✓) produced current Florida/Other driver's license, and/or( ) produced current as identification.

Gwendolyn Robinson Gwendolyn Robinson
Signature of Notary Public Date 10/31/19 Printed Name of Notary
My Commission Expires April 23, 2021 Commission No. GG 096690
(Notary seal must be affixed)

GWENDOLYN ROBINSON
Commission # GG 096690
Expires April 23, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1900 Block of W. Kingsfield Rd. Pensacola, Florida, Property Reference Number(s) 30-1N-31-2203-0003, I hereby designate Clyde L. Jolly for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 31st day of October, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Cecil Duaine Arnold, Jr.

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31 day of October, year of 2019, by _____ who ( ) did ( ) did not take an oath.

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

Gwendolyn Robinson 10/31/19 Gwendolyn Robinson

Signature of Notary Public Date Printed Name of Notary Public

Commission Number GG096690 My Commission Expires April 23 2021

(Notary seal must be affixed)

GWENDOLYN ROBINSON
Commission # GG 096690
Expires April 23, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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

OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

1900 BLOCK W KINGSFIELD RD

Property reference #: 30-1N-31-2203-0003

Project Address:

1900 BLOCK W KINGSFIELD RD CANTONMENT, FL 32533

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 31 DAY OF OCTOBER, 20 19

[signature] Jr. Cecil Duane Arnold, Jr.
Owner's signature Owner's name (print)

Clyde L. Jolly Clyde L. Jolly
Agent's signature Agent's name (print)

DATA AND ANALYSIS REQUIREMENTS

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

    A. Sanitary Sewer (or septic tank, if applicable)

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

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

2. Proximity to and impact on the following:

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

    B. Historically significant sites (available from University of West Florida)

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

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

4. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

6. The underlying existing zoning category and the compatibility with the surrounding DSAP land use designation.

7. The consistency of any requested FLU designation with underlying zoning.

8. The previous future land use designation.

9. During the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

EXHIBIT "A"

SECTOR PLAN OPT-OUT APPLICATION FEES		
TYPE	APPLICATION FEES	ADVERTISING FEES
PARCELS 10 ACRES AND UNDER	FEE WAIVER	PAID BY APPLICANT
SINGLE PARCEL	$975.00	PAID BY APPLICANT
TWO ADJOINING PARCELS*	$1,275.00	PAID BY APPLICANT
*ADJOINING IMPLIES MEETING AND TOUCHING AT SOME POINT OR LINE		
ADDITIONAL ADJOINING PARCELS ABOVE TWO	$72.00 PER PARCEL	PAID BY APPLICANT
TWO NON-ADJOINING PARCELS	$1,750.00	PAID BY APPLICANT
ADDITIONAL NON-ADJOINING PARCELS ABOVE TWO	$85.00 PER PARCEL	PAID BY APPLICANT

Opt-Out Process Timeline

- These types of requests are legislative in nature and will be processed accordingly within the provisions as established within the Land Development Code and the Comprehensive Plan of Escambia County, Florida.

- Once the application has been submitted to the County with all the required documents, including any analysis, reports and payment of fees, staff shall move with deliberate action and speed in order to get the "opt-out request(s)" heard at the next regularly scheduled Planning Board meeting, contingent upon the County's ability to first comply with all public notification requirements.

- Property Owners and/or Agents for Property Owners have the responsibility of ensuring accuracy of all submittal packets. Failure to submit the necessary documents can result in a delay in moving the specified request to the next regularly scheduled meeting of the Planning Board.

- If a rezoning request is also submitted, staff will act in accordance with F.S 163.3184(12) "Concurrent Zoning." This provision of law gives the local government the authority to hear a rezoning request at the transmittal hearing for a request for amendment to the Comprehensive Plan. The zoning change would be contingent upon the review and approval of the requested Comprehensive Plan amendment.

DATA AND ANALYSIS REQUIREMENTS

1900 BLOCK W. Kingsfield Road
Parcel Reference 31-1N-31-2203-001-001
Owners: MIRIAM C ARNOLD LIFE EST - ET ALL

1. The following is an analysis of the impact of both the current and proposed future land use categories on various infrastructure components. Applicants' parcel contains one single family home. Current future land use is DSAP – Conservation Neighborhood; requested future land use is MU-S; previous future land use is MU-S. Current zoning is LDR. There is no development proposed. If any development is proposed in the future that requires more density than normal county LDR, it must come before the Planning Board and the Board of County Commissioners as a quasi-judicial rezoning hearing and be approved or denied at that time.

   A. Sanitary Sewer (or septic tank, if applicable)
   N/A.

   B. Solid Waste Disposal
   ECUA provides solid waste disposal for this neighborhood.

   C. Potable Water
   Farm Hill Water holds the franchise for water at this address.

   D. Stormwater Management
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate stormwater management is designed into the project.

   E. Traffic
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review analysis to ensure compliance with established standards.

   F. Recreation and Open Space
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate recreation and open space is designed into the project.

G. Schools

Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure impact on area schools is taken into consideration. Schools serving this neighborhood include Kingsfield Elementary, Ransom Middle, and Tate High School.

2. Describe the proximity to and impact on the following:

A. Wellheads

Not applicable. There is no development proposed. However, the applicant's property is not within either the 7 or 20 year wellhead protection area. See the county's Property Lookup information for this parcel (attached).

B. Historically Significant Sites

Not applicable. There is no proposed development. Any future proposed development must go through normal Development Review procedures and to be approved must request the requisite archaeology site review.

C. Natural Resources

Not applicable. While there is no development proposed, if one is proposed in the future, natural resources of special significance must be taken into account and addressed during the normal Development Review process.

D. Analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above (*Escambia County*). This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The applicants' request to opt-out their land from the Sector Plan, DSAP-Conservation Neighborhood, is consistent with the intent of the Escambia County Comprehensive Plan. The Conservation Neighborhood district assigned to this parcel does not meet the highest and best use for what the applicants believe is most fair or appropriate for their property.

E. The parcel size is approximately 4.04 acres. It represents 1.14 % of the DSAP Conservation Neighborhood category, which has a total of 3,855 developable acres. The aggregate acreage of granted opt-outs is 8.7.

F. Not applicable. There is no current proposal for development of this site, so there will be no impact to traffic.

G. The underlying existing zoning category for this parcel is Low Density Residential (LDR). It is compatible with the surrounding DSAP land use designation.

H. The requested FLU designation of MU-S is compatible with the underlying LDR zoning.

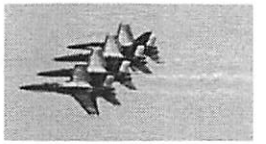
I. The previous future land use designation was MU-S.

J. Due to restrictions of the DSAP Conservation Neighborhood overlay on this property, including the 50% rule, mandatory clustering, required open space and inability to petition the Planning Board for relief to change or modify zoning at any point in the future, the property owners have lost development rights, were effectively down zoned as part of the Sector Plan adoption, have had their land devalued and lost the ability to sell it at fair market value.

Escambia County Property Appraiser
301N312203001001 - Full Legal Description

BEG AT NW COR OF SEC S 00 DEG 17 MIN 39 SEC W ALG W LI OF SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 793 FT S 0 DEG 17 MIN 39 SEC W 312 55/100 FT FOR POB CONT S 0 DEG 17 MIN 39 SEC W 356 62/100 FT S 89 DEG 15 MIN 04 SEC E 532 26/100 FT N 0 DEG 23 MIN 08 SEC E 112 24/100 FT S 89 DEG 33 MIN 03 SEC E 27 FT N 0 DEG 56 MIN 42 SEC W 269 34/100 FT S 88 DEG 09 MIN 48 SEC W 554 FT TO POB OR 2298 P 929 OR 5963 P 952 OR 7242 P 1982

Escambia County Tax Collector



General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 1900 BLK W KINGFIELD RD

Print this page

Real Estate Account #11-4404-305 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
4 installments	4 installments	4 installments	4 installments		4 installments
PAID TO DATE	PAID	PAID	PAID		PAID

Installment 1	Installment 2
Paid	Paid

Get Bills by Email

PAID 2019-09-06 $176.33
Effective 2019-09-05
Receipt
#186-19-00258819
Print Paid Bill

Owner: ARNOLD MIRIAM C LIFE ESTATE
2003 W KINGSFIELD RD
CANTONMENT, FL 32533
and 1 other
Situs: 1900 BLK W KINGFIELD RD

Account number: **11-4404-305**
Alternate Key: 119952
Millage code: 06
Millage rate: 13.7362

Assessed value: 51,601
School assessed value: 51,601
Unimproved land value: 45,601

Flags

Installments



Location is not guaranteed to be accurate.

Property Appraiser

2019 Installment bill #2 View

Ad valorem: $708.80
Non-ad valorem: $15.15
Total Discountable: 723.95
No Discount NAVA: 0.00
Total tax: $723.95

Legal description

BEG AT NW COR OF SEC S 00 DEG 17 MIN 39 SEC W ALG W LI OF SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 793 FT S 0 DEG 17 MIN 39 SEC W 312 55/100 FT FOR POB CONT S 0 DEG 17 MIN 39 SEC W 356 62/100 FT S 89 DEG 15 MIN 04 SEC E 532 26/100 FT N 0 DEG 23 MIN 08 SEC E 112 24/100 FT S 89 DEG 33 MIN 03 SEC E 27 FT N 0 DEG 56 MIN 42 SEC W 269 34/100 FT S 88 DEG 09 MIN 48 SEC W 554 FT TO POB OR 2298 P 929 OR 5963 P 952 OR 7242 P 1982

Location

Geo number: 301N312203001001
Range: 31
Township: 1N
Section: 30
Block: 001
Lot: 001
Use code: 0700
Total acres: 4.400

Addresses

Other owners: JOLLY CYNTHIA A

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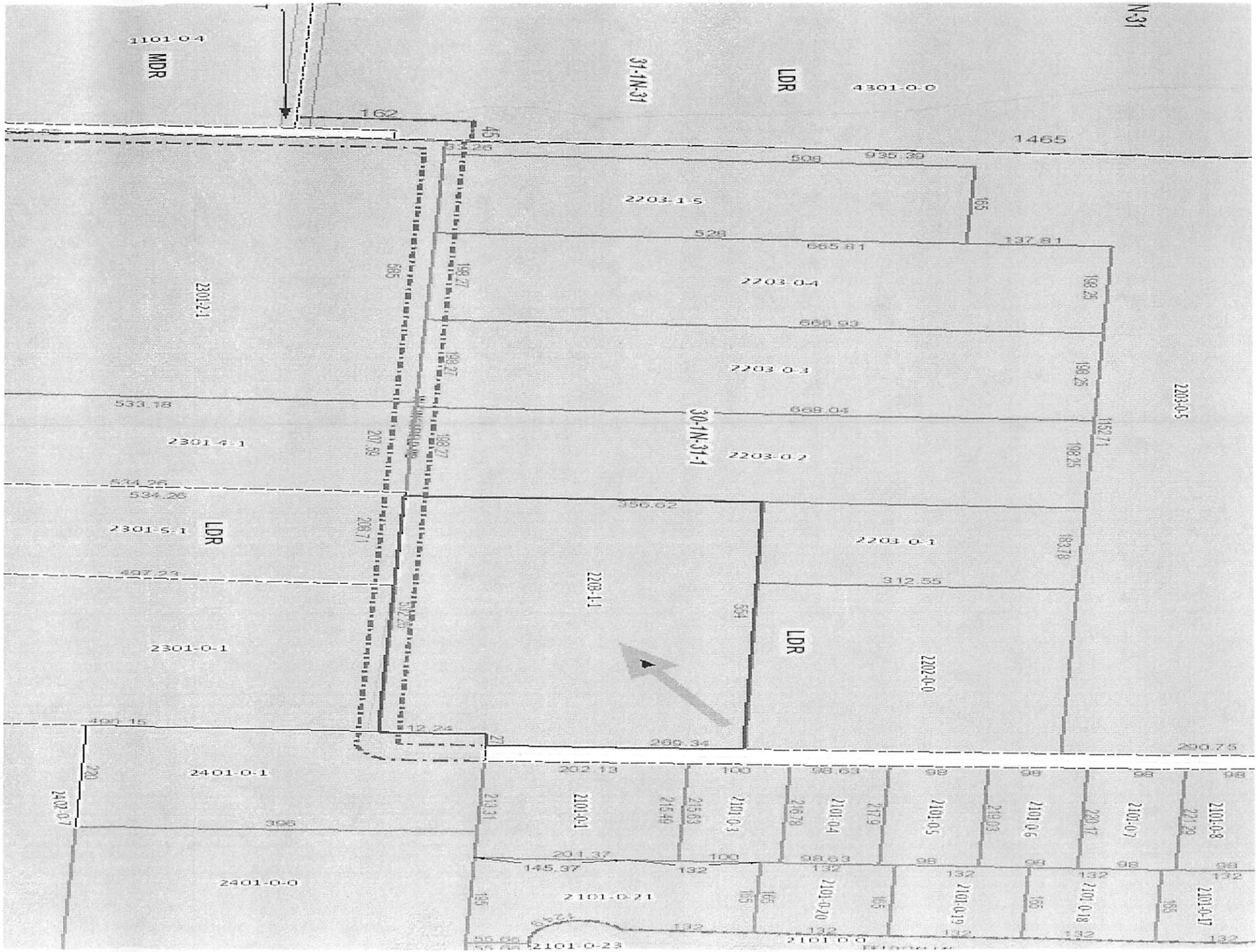

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MDR
31-1N-31
LDR
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2101-0-0


1900 W KINGSFIELD
N-31
LDR
31-1N-31
30-1N-31-1
MDR
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533.18
534.26
497.23
400.15
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290.75
221.29
220.17
219.03
217.9
216.78
215.63
215.49
213.31
202.13
201.37
145.37
195
98
132
100
55.66

Recorded in Public Records 10/15/2014 at 01:05 PM OR Book 7242 Page 1982, Instrument #2014076353, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

does
,70

New Address - 2003 W Kingsfield Rd
Cantonment, FL 32533

RETURN TO: Mrs. Miriam C. Arnold
416 Canterbury Lane
Gulf Breeze, FL 32561

Prepared by: Kathleen K. DeMaria
Smith, Sauer & DeMaria
P.O. Box 12446
Pensacola, FL 32591-2446

This deed is being prepared without the examination of title, with legal description being provided to preparer by grantor.

W A R R A N T Y D E E D

THIS INDENTURE, Made this 8th day of October, 2014, between Miriam C. Arnold, a widow, of the County of Santa Rosa, State of Florida, hereinafter referred to as "grantor" and Miriam C. Arnold, whose post office address is 416 Canterbury Lane, Gulf Breeze, FL 32561, for her life, without any liability for waste, and with full power and authority in said life tenants to sell, convey, mortgage, lease or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remaindermen, and with full power and authority to retain any and all proceeds generated thereby, and upon the death of the last life tenant, the remainder, if any, to Cynthia A. Jolly and C. Duaine Arnold, Jr. hereinafter called "grantee".

WITNESSETH, That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, all of her interest in the following described land, situate, lying and being in Escambia County, Florida, to wit:

That portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida described as follows: Commence at the Northwest corner of said Section 30; thence South 00 degrees 17 minutes 39 seconds West along the West line of said Section for 746.48 feet; thence South 89 degrees 34 minutes 27 seconds East for 793.00 feet; thence South 00 degrees 17 minutes 39 seconds West for 312.55 feet to the Point of Beginning; thence continue South 00 degrees 17 minutes 39 seconds West for 356.62 feet; thence South 89 degrees 15 minutes 04 seconds East for 532.26 feet; thence North 00 degrees 23 minutes 08 seconds East for 112.24 feet; thence South 89 degrees 33 minutes 03 seconds East for 27 feet to a point on the West right of way line of an existing 30 foot road; thence North 0 degrees 56 minutes 42 seconds West along said right of way line for 269.34 feet; thence South 88 degrees 09 minutes 48 seconds West for 554.00 feet to the Point of Beginning. Containing 4.65 acres more or less.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR.

The above described property bearing Property Appraiser Parcel Identification No. 30-1N-31-2203-001-001.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kathleen K DeMaria
Kathleen K DeMaria
Printed Name of Witness

Miriam C. Arnold
Miriam C. Arnold

Mary E. Jennings
Mary E. Jennings
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF ESCAMBIA

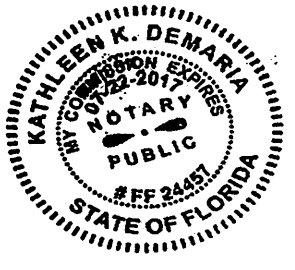
The foregoing instrument was acknowledged before me this 8th day of October, 2014, by Miriam C. Arnold

(_____) to me personally known
(__X__) Identified by Driver's License
(_____) Identified by _____

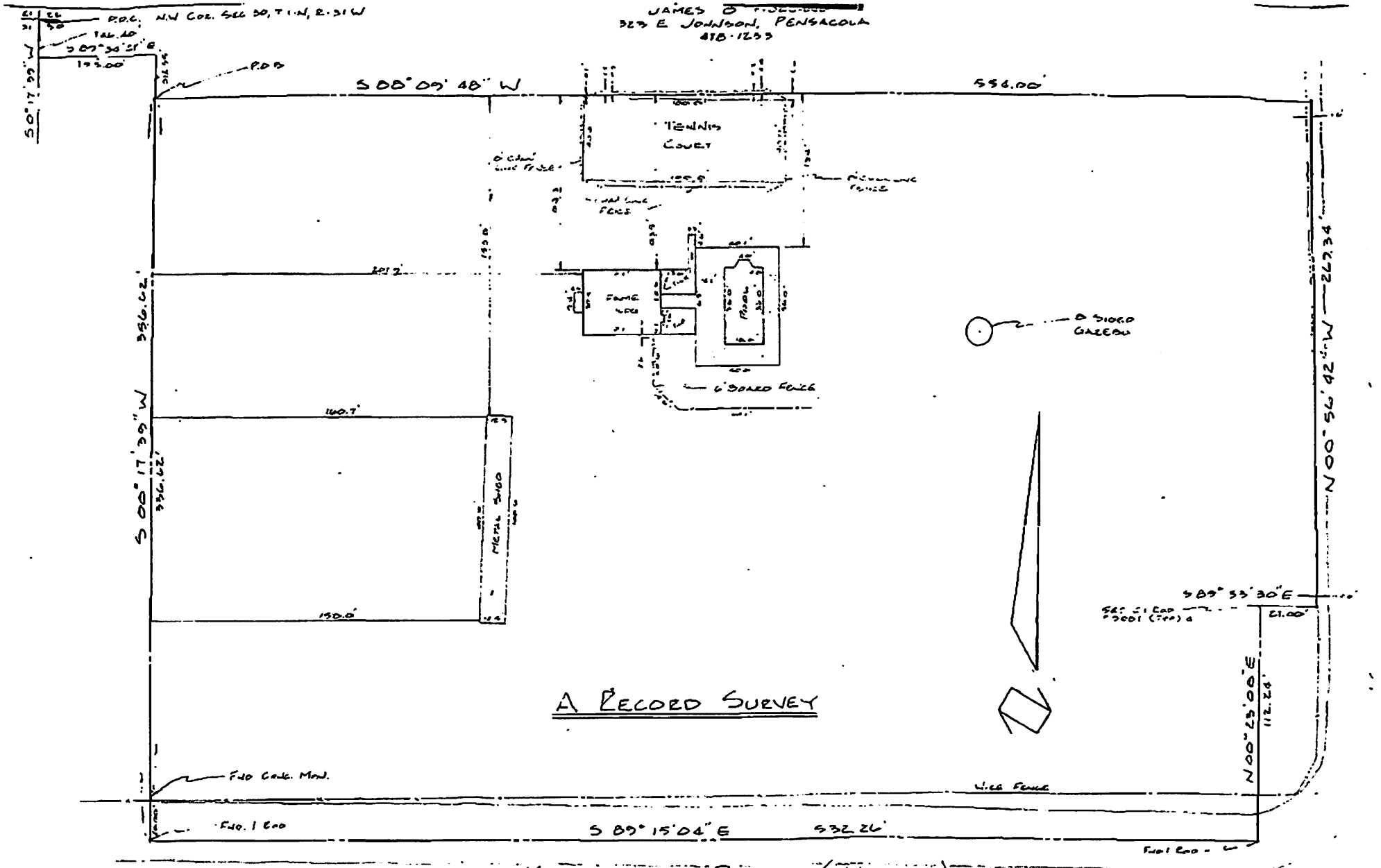
Kathleen K DeMaria
Notary Public

Kathleen K. DeMaria
Printed Name

(NOTARY SEAL)



My Commission Expires:



A RECORD SURVEY

KINGSFIELD ROAD (UNPAVED)

LEGAL DESCRIPTION

That portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida described as follows:

Commence at the Northwest corner of said Section 30; thence South [illegible] West along the West line of said Section for [illegible] feet; thence South 89°30'25" East for 199.00 feet; thence South 00°17'39" West for 112.77 feet to the Point of Beginning; thence South 00°17'39" West for 336.02 feet; thence South 89°15'04" East for [illegible] feet; thence North 01°23'05" East for 112.24 feet; thence South 89°31'30" East for [illegible] feet to a point on the West right-of-way line of an existing 30 foot road; thence North 00°09'48" East along said right-of-way line for 349.34 feet; thence North [illegible] for 556.00 feet to the Point of Beginning. Containing [illegible] acres.

[illegible] of the [illegible] Special Warranty subject to all Easements

NOTE:

1. Composite Legal Description Prepared by Undersigned from Legal Descriptions Furnished.
2. Bearings Based on West Line of Section 30 Shown on Survey by Oscar Pittman Field Bible File # 5270

SOURCE OF INFORMATION: [illegible] MAPS, SURVEYS BY OTHERS

JOB NO. 84-113 FILE NO. B-30 SCALE 1" = 30' DATE OF SURVEY 8-21-84

FIELD BOOK 18 PG. FIELD BOOK 61 PAGE 9 ENCUMBRANCES

FURNISHED BY [redacted] SELECTIVE

UNLESS THIS SURVEY HAS BEEN EMBOSSED WITH THE SEAL OF A FLORIDA REGISTERED SURVEYOR IT IS NOT A VALID SURVEY AND IS FURNISHED FOR INFORMATIONAL PURPOSES ONLY.

THE FIELD WORK FOR THIS SURVEY WAS PERFORMED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

[signature]

Escambia County Tax Collector



General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

1900 Block W. Kingsfield

2019 Roll Details — Real Estate Account At 1900 BLK W KINGFIELD RD

Print this page

Real Estate Account #11-4404-305 | Parcel details | **Latest bill** | **View/Print full bill history**

2019	2018	2017	2016	...	2008
4 installments	4 installments	4 installments	4 installments		4 installments
PAID TO DATE	**PAID**	**PAID**	**PAID**		**PAID**

Installment 1	Installment 2
Paid	Paid

Get Bills by Email

PAID 2019-09-06 $176.33
Effective 2019-09-05
Receipt
#186-19-00258819
Print Paid Bill

Owner: ARNOLD MIRIAM C LIFE ESTATE
2003 W KINGSFIELD RD
CANTONMENT, FL 32533
and 1 other

Situs: 1900 BLK W KINGFIELD RD

Account number: **11-4404-305**
Alternate Key: 119952
Millage code: 06
Millage rate: 13.7362

Assessed value: 51,601
School assessed value: 51,601
Unimproved land value: 45,601

Flags

Installments



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Installment bill #2

Ad valorem:	$708.80
Non-ad valorem:	$15.15
Total Discountable:	723.95
No Discount NAVA:	0.00
Total tax:	$723.95

Legal description

BEG AT NW COR OF SEC S 00 DEG 17 MIN 39 SEC W ALG W LI OF SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 793 FT S 0 DEG 17 MIN 39 SEC W 312 55/100 FT FOR POB CONT S 0 DEG 17 MIN 39 SEC W 356 62/100 FT S 89 DEG 15 MIN 04 SEC E 532 26/100 FT N 0 DEG 23 MIN 08 SEC E 112 24/100 FT S 89 DEG 33 MIN 03 SEC E 27 FT N 0 DEG 56 MIN 42 SEC W 269 34/100 FT S 88 DEG 09 MIN 48 SEC W 554 FT TO POB OR 2298 P 929 OR 5963 P 952 OR 7242 P 1982

Location

Geo number:	301N312203001001
Range:	31
Township:	1N
Section:	30
Block:	001
Lot:	001
Use code:	0700
Total acres:	4.400

Addresses

Other owners: JOLLY CYNTHIA A

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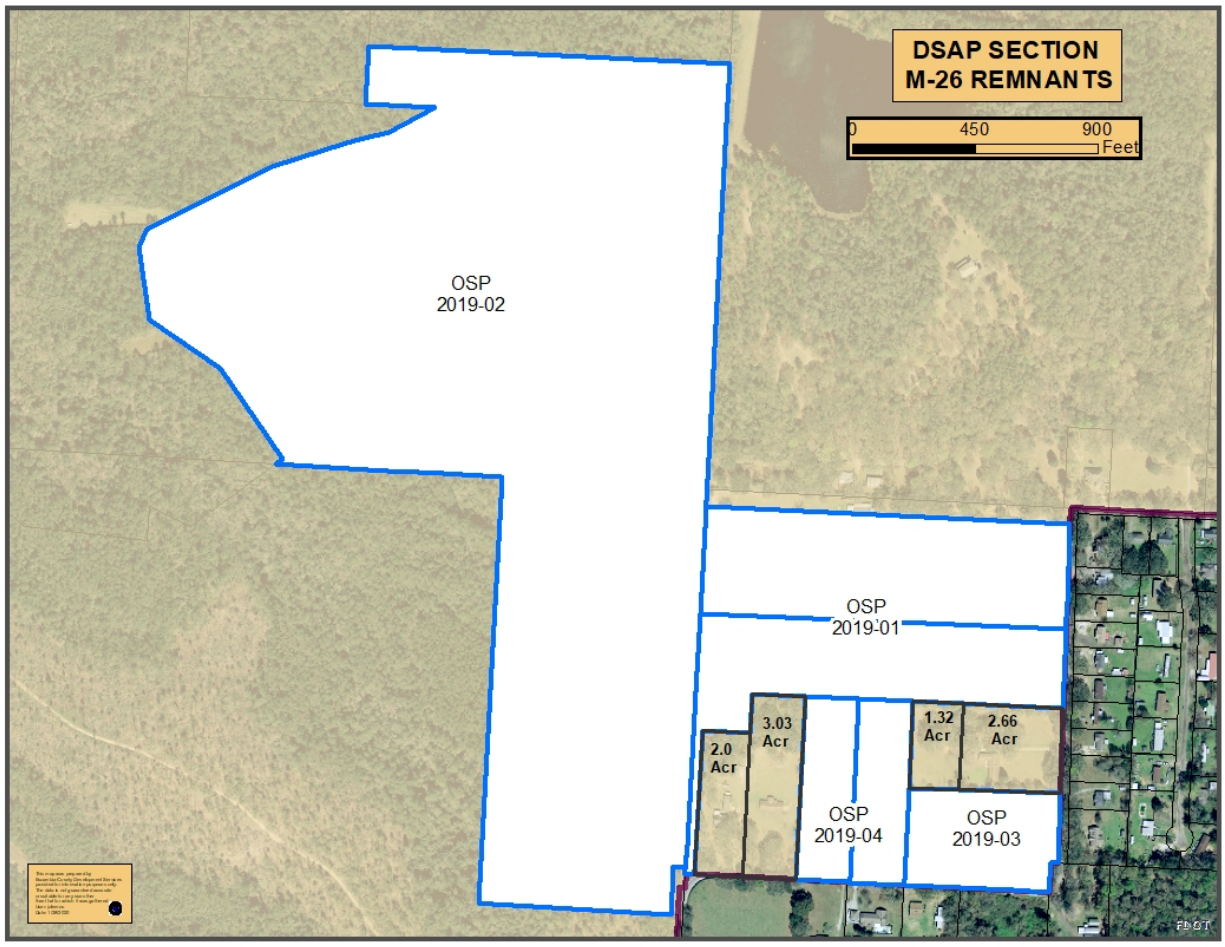
If approved, the requested removal of the parcels **would create a remnant area** in Section M-26 with 4 parcels remaining, that will be isolated from the rest of the DSAP:

Two parcels North of case OSP-2019-03, under single ownership, totaling 3.98 acres.

Two parcels West of case OSP-2019-04, under separate ownership; one with 3.03 acres and the other one with 2.0 acres.

All parcels appear to have single family residential development within.



Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name: OSP 2019-03

Location: 1900 Blk W. Kingsfield Rd

Parcel #s: 30-1N-31-2203-001-001

Acreage: 4.04 (+/-) acres

Request: Opt-out of the Sector Plan and assign Future Land Use category

Current Zoning: Low Density Residential district (LDR)

Future Land Use Requested: Mixed Use Suburban (MU-S)

DSAP Land Use: Conservation Neighborhood (Muscogee DSAP)

Applicant: Clyde Jolly, Agent for Duaine Arnold, Owner

Meeting Dates: Planning Board: March 3, 2020

BCC: April 2, 2020

Site Description and Summary of Proposed Amendment:

The property owner is requesting a parcel be removed from the Escambia County Mid-West Sector Plan (SP), in the Muscogee Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential dwelling of 3 du/acre.

The request is to assign a Future Land Use (FLU) designation of **Mixed-Use Suburban (MU-S)** to the parcel with no future development proposed at this time.

According to the Escambia County Property Appraiser, the parcel contains a single-family residence, with total 4.04 +/- acres.

Standard Map Amendment Criteria

1. Availability of Facilities and Services:

The availability of public facilities and services are necessary to accommodate existing and future development, to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas. All level of service (LOS) standards are evaluated for compliance

during the review processes stated in the Land Development Code (LDC) for proposed development.

A. Sanitary Sewer

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

Analysis: The applicant did not address septic tank service or available sewer connection in the area. Once a project is proposed and application submitted to the County, such proposal must identify the providers for sanitary sewer, and any residential development will be reviewed and must receive approval thru the Site Plan Review process.

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

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

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

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste

LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045. Based on the application submitted, there are no plans for development of the parcel and if development approval is requested, the application must identify the providers for solid waste disposal and be reviewed through the Site Plan Review process.

C. Potable Water

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

***CP Policy* INF 4.1.1 Service Agreements.** Potable water service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and ECUA, the Escambia County Utilities Authority Act, and franchise agreements between Escambia County and other water service providers that were in operation on August 1, 1981.

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

***CP Policy* INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Potable water is supplied to parcels within the DSAP's by four separate utility providers: Cottage Hill, Emerald Coast, Farm Hill, and Molino Utilities. Although the applicant did not provide documentation confirming available potable water source, treatment, pumping, and distribution to the site, based on public records, Farm Hill Utilities services these parcels. Once a project is proposed and application submitted to the County, such proposal must identify the providers for such services. Any development request will be reviewed and must receive approval thru the Site Plan Review process.

D. Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the*

provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

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

Analysis: The applicant stated that there is no proposed development at this time, however more dwelling units would equate to more impervious cover, that may affect stormwater management and must meet the current standards of the LDC. Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval.

E. Traffic

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

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

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

Analysis: The applicant stated there is no proposed development for this parcel at this time. Any development application for the location will require submittal, review and approval thru the Site Plan Review process.

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Open space is a development principle in the Sector Plan. Open space plays an integral role in all neighborhoods, both as a recreation opportunity as well as organizing elements and focal points for the communities. The applicant stated that there is no proposed development for these parcels, however, in the future any development must go through the Development Review process and meet all standards for Recreation and Open Space.

G. Public School Facilities

***CP Policy* ICE 1.1.2 Interlocal Agreements.** Escambia County will implement adopted interlocal agreements with the Escambia County School Board, the City of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County so as to provide for coordination and evaluation of development proposals that affect the bays, bayous, sound, or gulf (including estuaries and estuarine systems).

Analysis: Based on the public records of Escambia County, the assigned schools that service the area are: Kingsfield, Ransom and Tate. No development is proposed, however, any increase in density may or may not have an influence on student population projections, requiring the plan to be reviewed and approved thru the Site Plan Review process.

2. Impact on Natural Resources

A. Wellheads

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

Analysis: Based on the Geographical Information System (GIS) layer, the subject parcels are not located in a wellhead protection area.

B. Historically Significant Sites

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant did not provide any documentation of a request made to or a response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded historical resources within the parcels. Once a project is proposed and an application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

C. Natural Environment

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

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

***Analysis*:** The applicant stated that there is no development proposed on the subject parcel. Once a project is proposed, the application will be reviewed and must receive approval through the Site Plan Review process.

3. **Comprehensive Plan requirements for changes to an existing DSAP.**

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP: Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis. *The primary component of a DSAP is a land use plan. This plan is comprised of a land use map, depicting the distribution, extent and location of land uses, and a development program identifying the permissible densities and*

intensities of these various uses. In combination, these items form the basis from which a detailed analysis of DSAP impacts may be calculated. There are two DSAP land use plans, Muscogee DSAP and Jacks Branch, that capture the consensus long-term vision for the area. Both DSAPs were assigned development types and associated densities based on the proportionate share of the overall sector plan.
The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres, as can be identified in Figure 2.01A, Attachment A.

The subject parcel is in the southeast area of the Muscogee DSAP with access from Kingsfield Road. Analysis of the areas under the DSAP Land Use Plan designated the parcel as being Conservation Neighborhood. If approved, the requested removal of the parcel **would create a remnant area** in Section M-26 with 6 parcels that will be isolated from the rest of the DSAP.

4. Parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

The total developable acreage in the entire Sector Plan is 8,611.80 acres. Based on staff calculations, utilizing data from Section 2.02 of the DSAP document, the applicant's parcel totaling 4.04+/- acres, represent 0.04% of the existing developable acreage of the **Sector Plan.**

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Muscogee DSAP** under the Conservation Neighborhood Land Use is 1,289.90 acres. Removal of the applicant's 4.04 +/-acres will result in a **0.31% decrease** in developable acres.

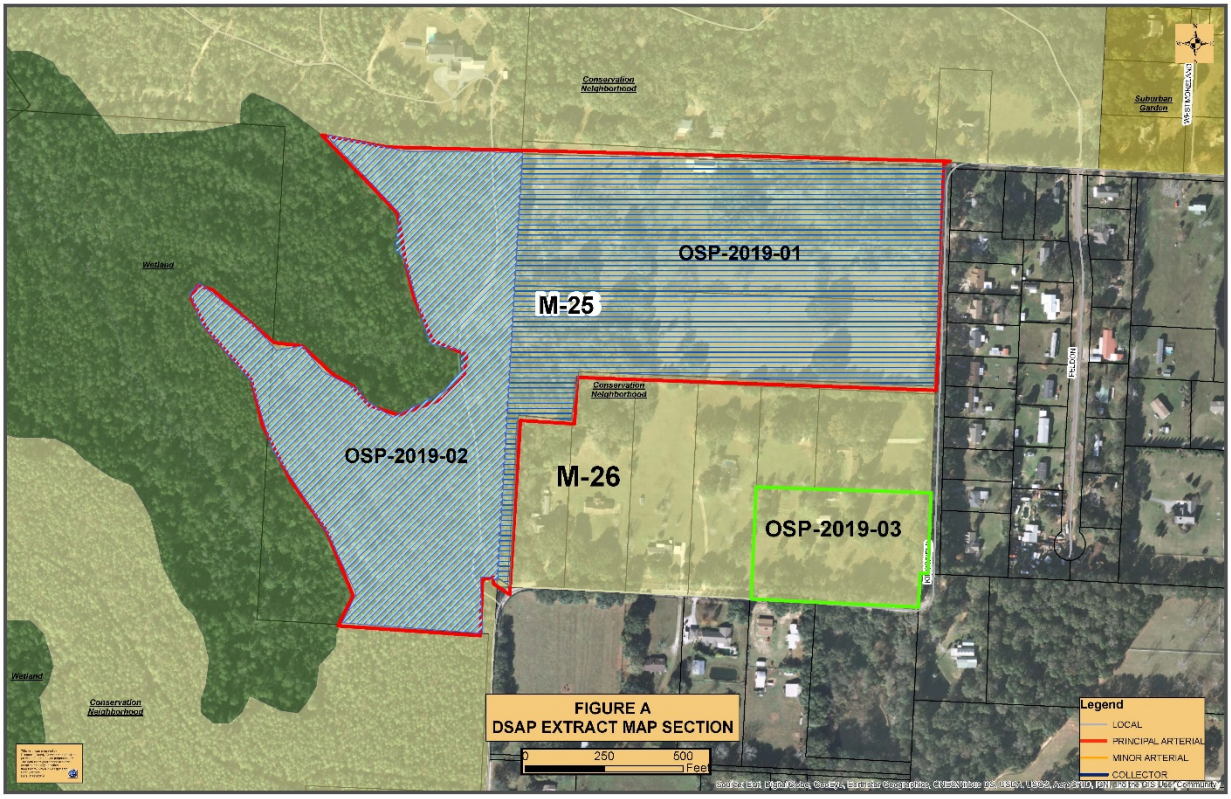


Figure A

The specific Muscogee DSAP Land Use for parcels in sections M-26 (Figure A) is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

M-26 section total development acreage 60.8 acres-
-low density x (0.1) yielding a total density of 6 dwelling units
-medium density x (1) yielding a total density of 60 dwelling units
-high density x (3) yielding a total density of 182 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

M-26 section
a. the applicant's parcel area represents 6.6% of the total developable area.
b. removal of the applicant's 4.04 (+/-) acres from the total developable acreage for section M-26, will result in a reduction of 12.12 total dwelling units under the high-density allocation.

This is the **fourth Opting-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **119.11.**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to- employed residents' ratio of **1.19**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.19.**

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2019-03, 1900 Block of Kingsfield Road (parcels 301N312203001001), agenda item for the Planning Board meeting scheduled for February 4, 2020. Please see the below comments.

The property in question has frontage on (CR 186) Kingfield Road. Kingsfield Road is a two-lane undivided facility without paved shoulders. The approximate pavement width for this segment of the roadway is 18 feet, with right-of-way at 30 feet. The posted speed is 35 MPH.

The County has an active project in design "Kingsfield Road Extension Project" that will reconstruct the existing roadway from Hwy 97 west to the first 90-degree curve, as well as construct a new 2-lane roadway further west to connect to the eventual Beulah Interchange Connector Project. The County has reached 60% design and is in the right-of-way phase. Construction phase will follow design and right-of-way phases, once the necessary funding has been identified.

Per the TPO's Congestion Management Process Plan, this section of Kingsfield Road does not have a formal roadway classification; however, the County considers its function as a local collector roadway. The County performed traffic counts on this portion of W. Kingsfield Road in 2017. The daily volume was recorded as 641 near Beulah Road and 1,168 just west of Highway 97. This segment of the roadway is functioning within its allowable capacity.

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

6. The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services.

(4) Public and civic.

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.
d. Silviculture

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.
The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre

7. The consistency of any requested Future Land Use designation with the underlying zoning.

The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

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

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation

Prior to adoption of the DSAP, the FLU designation for this parcel was **MU-6 (Area 4)** which limited dwelling units to .50 dwelling per acre.

9. Analysis to consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption.

Prior to the adoption of the Mid-West Escambia Sector Plan, the parcel was zoned Villages Rural Residential, VR-2 with a FLU of MU-6, area 4. Based on historical data, under Chapter 7 of the 2020 Comprehensive Plan, Policy 7.A.4.7: Future Land Use Categories (Densities and Intensities), f. (6) MU-6, the average density for residential uses would have been **limited to .50 du/acre**.

Based on that existing data, **the residential development rights** for the parcel were in-fact **increased** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which has a designated residential development maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated by the Development Review Committee, utilizing the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan as shown in Attachment B.

If approved the parcels will be assigned the Future Land Use Category of MU-S as shown in Attachment C.

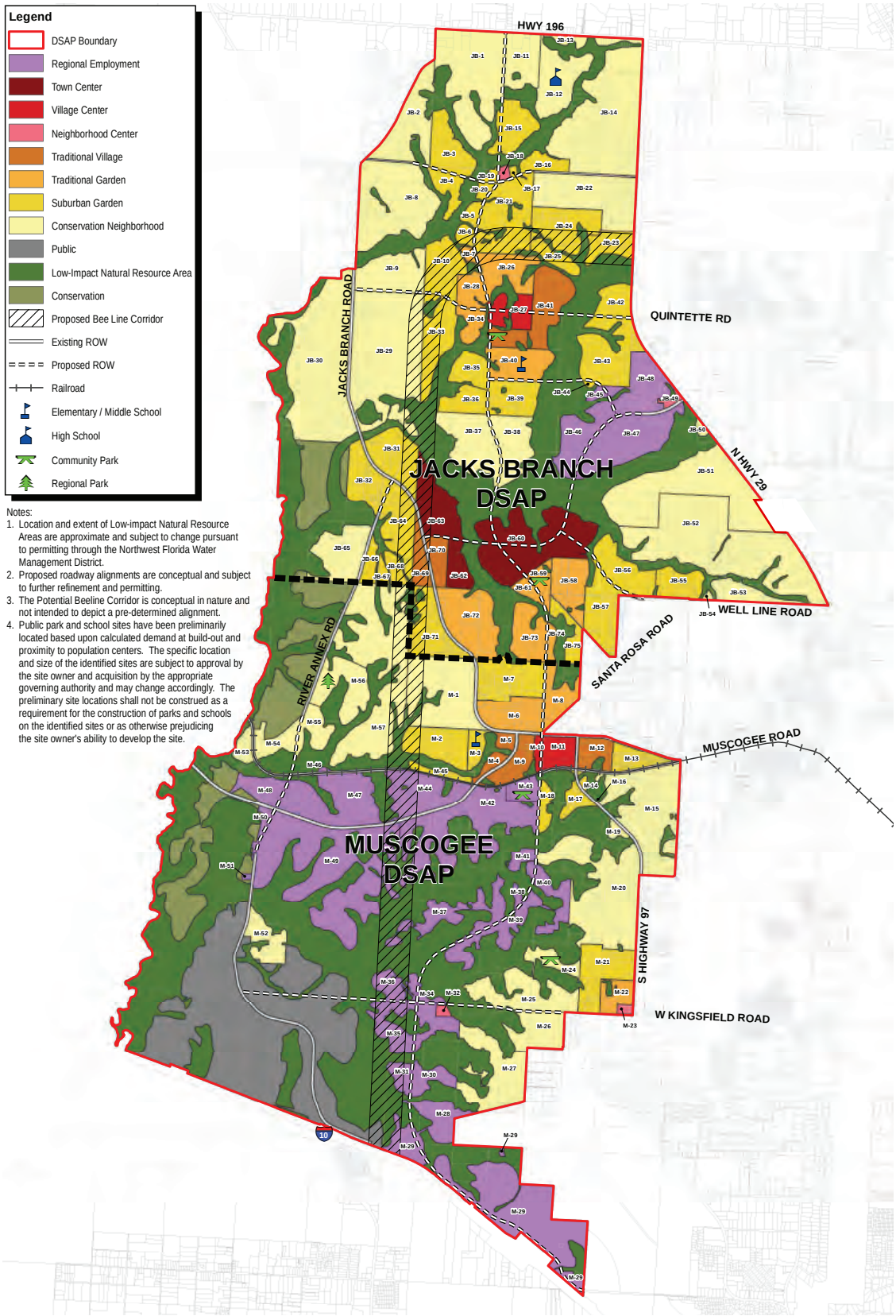
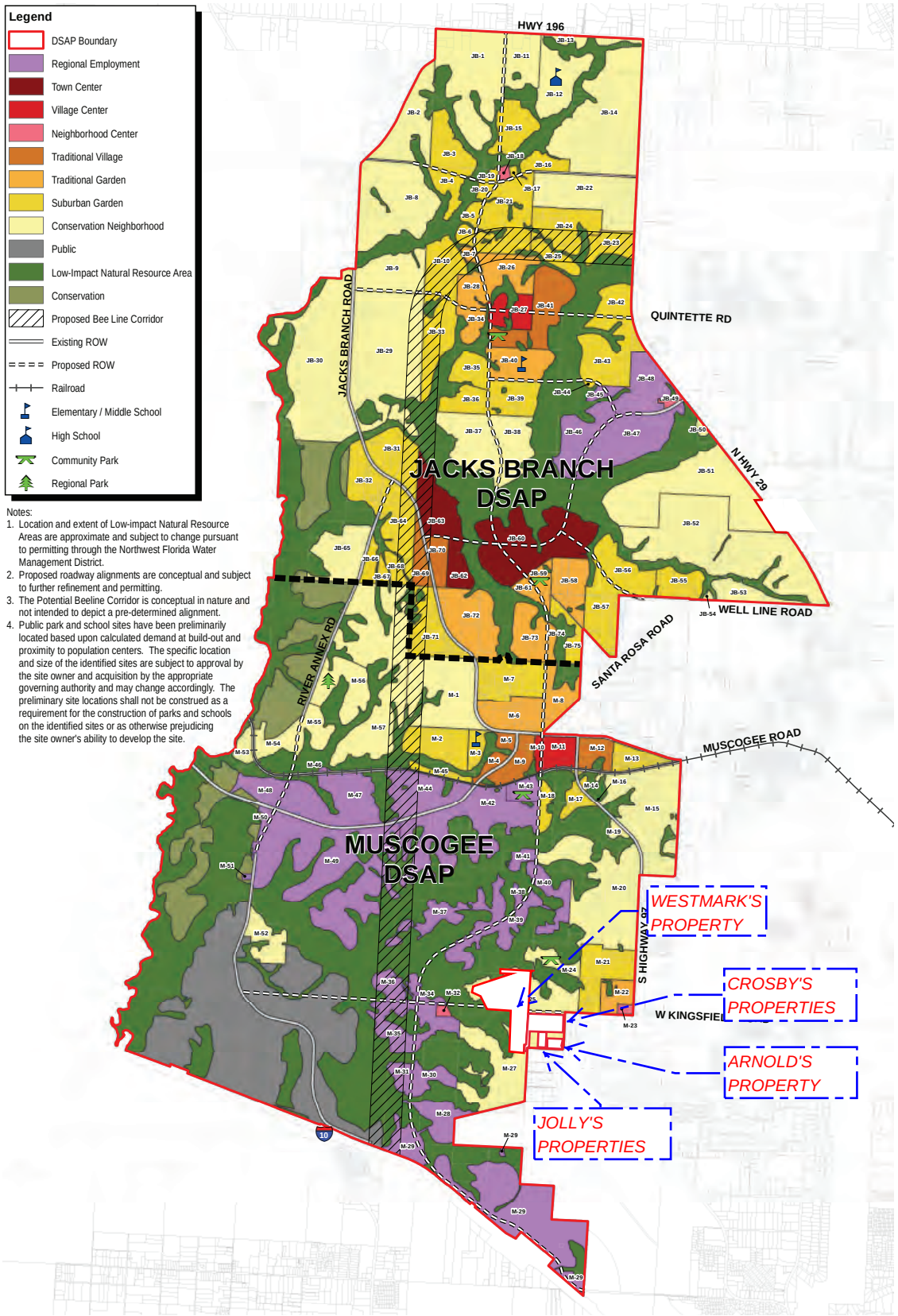


Figure 2.01.A Final Land Use Plan



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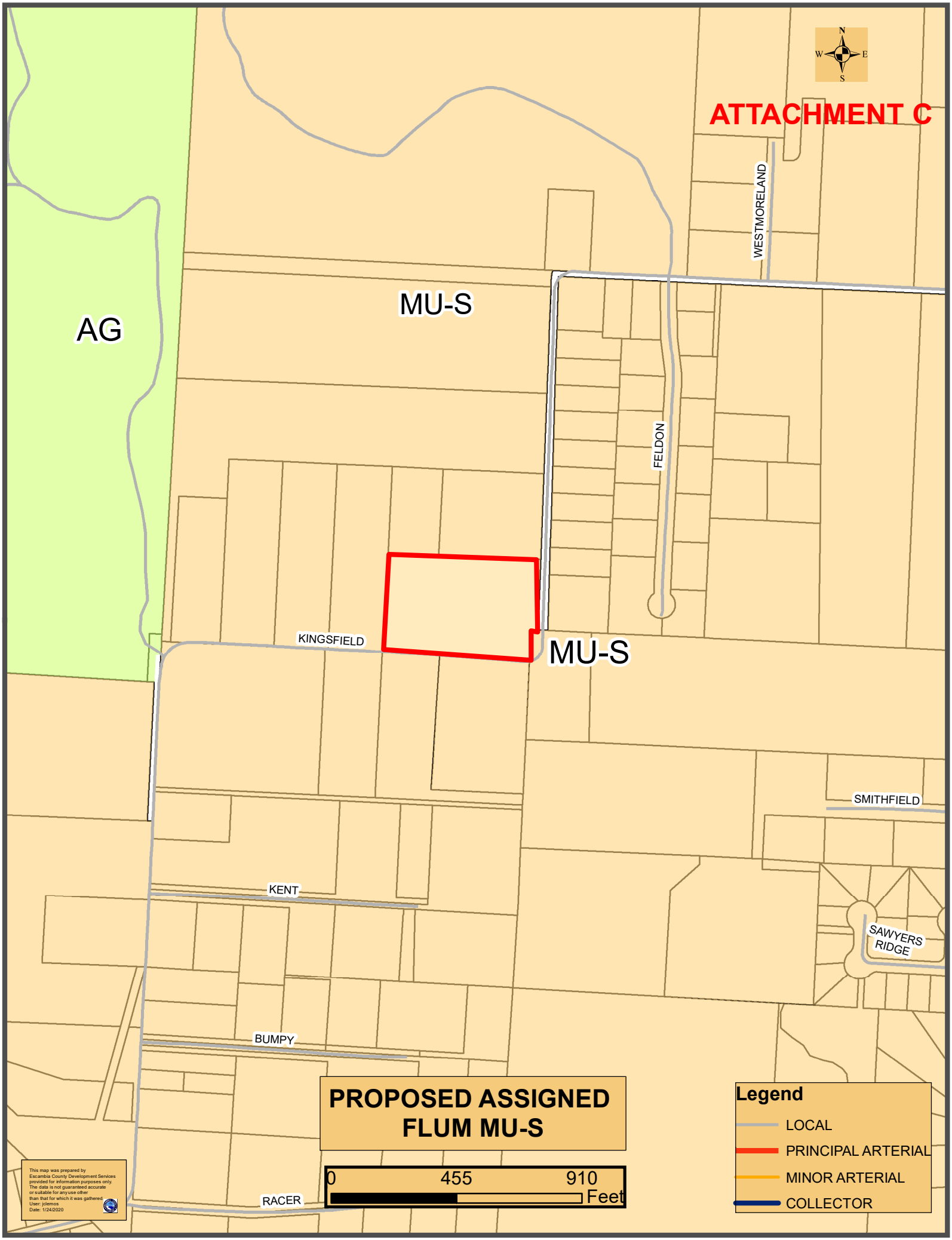
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This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for anyuse other than that for which it was gathered. User: jclemos Date: 1/24/2020

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING A PARCEL WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-001-001 TOTALING 4.04 (+/-) ACRES, LOCATED ON KINGSFIELD ROAD, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO A PARCEL WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-001-001 TOTALING 4.04 (+/-) ACRES, OF MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

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

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

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

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

DRAFT

Section 1. Purpose and Intent

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

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-03."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A), as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> One parcel within Section 30, Township 1N, Range 31W, parcel number 2203-001-001 totaling 4.04 (+/-) acres, located on Kingsfield Road.

The amended Final Land Use Plan Map boundary is reflected in Attachment “B.”

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-03."

Section 5. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 30, Township 1N, Range 31W, parcel number 2203-001-001 totaling 4.04 (+/-) acres, located on Kingsfield Road, included as Attachment C, **assigning a FLU of Mixed-Use Suburban (MU-S).**

Section 6. Severability

DRAFT

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

Section 7. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

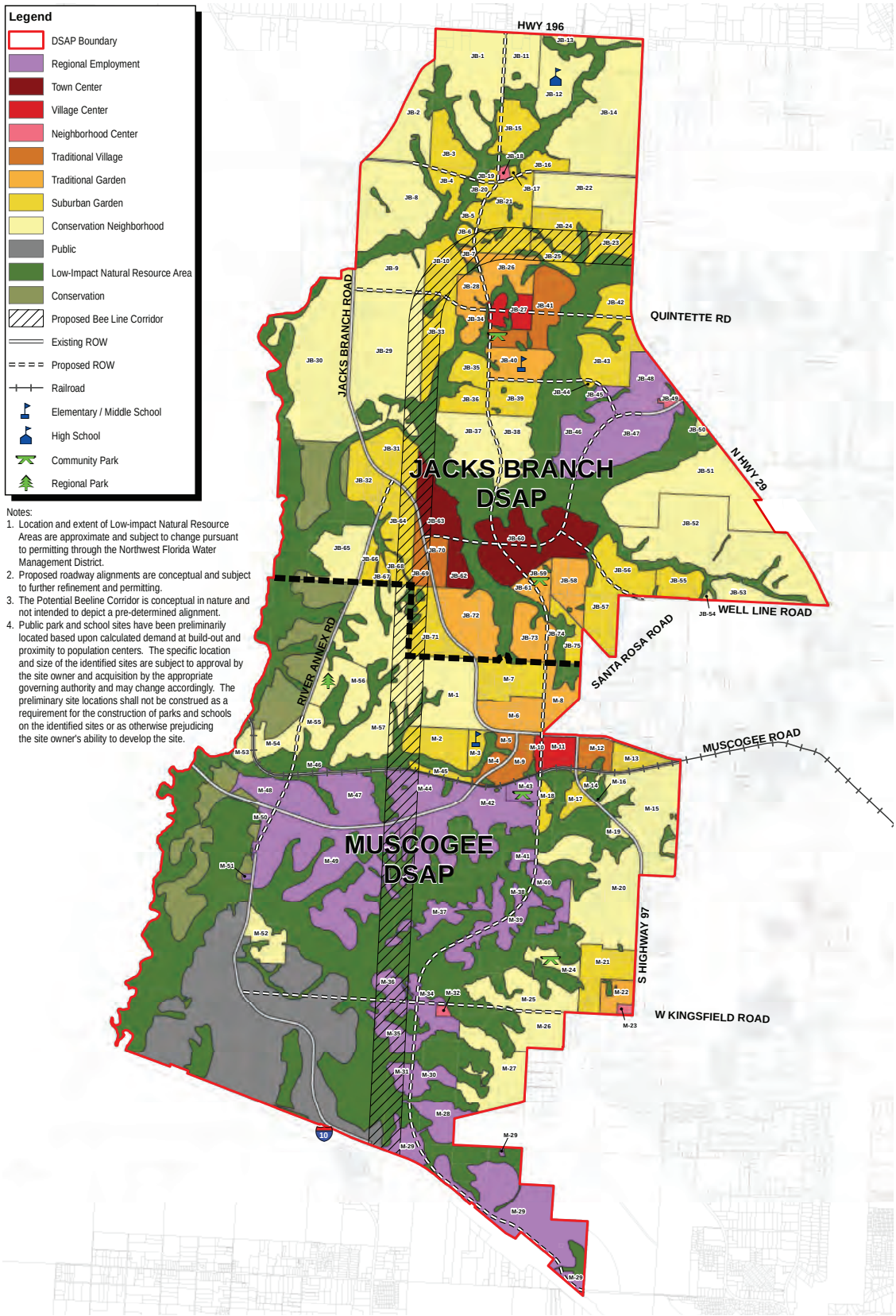
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT



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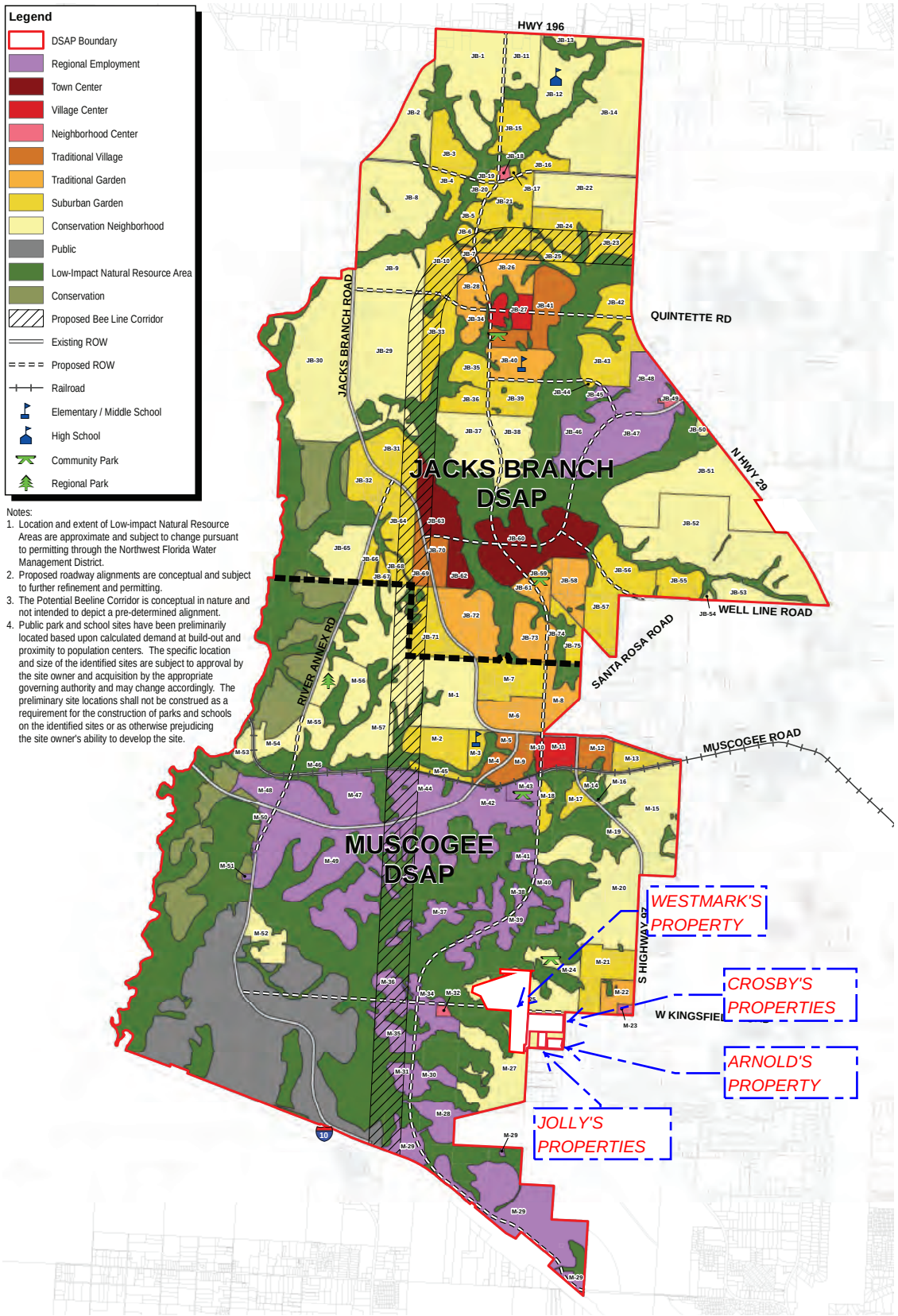

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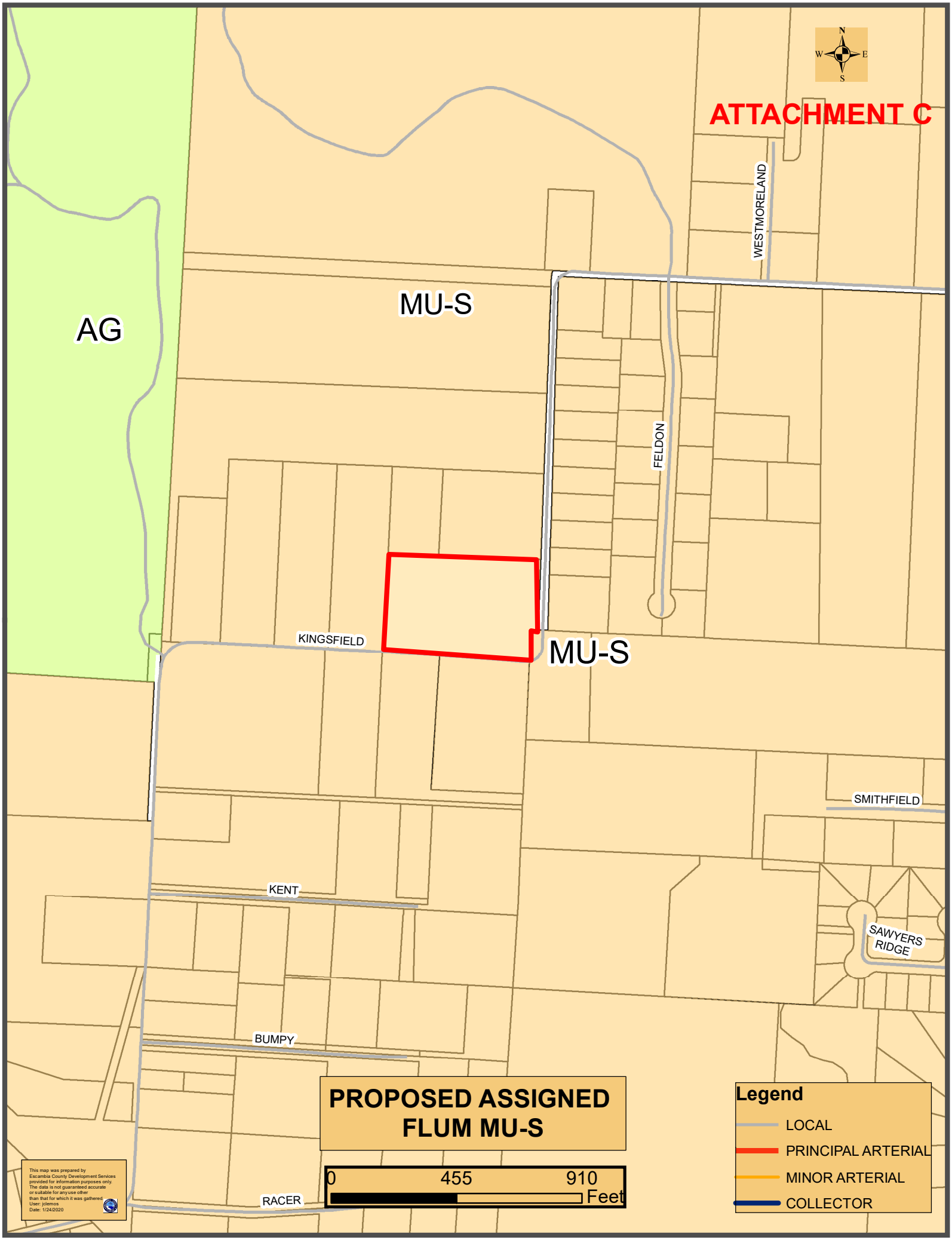
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This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for anyuse other than that for which it was gathered. User: jclemos Date: 1/24/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17560 **Growth Management Report 14. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing Parcels from the County DSAP and Assigning a Compatible FLU - OSP-2019-04
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. A Public Hearing Concerning the Review of an Ordinance Removing Two Parcels from the Escambia County Mid-West Sector Plan and Assigning a Compatible Future Land Use to the Parcel - OSP-2019-04

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002 totaling 2.95 (+/-) acres, located on Kingsfield Road, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "the Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, assigning a Future Land Use category to two parcels within Section 30, Township 1N, Range 31W, Parcel Number 2203-000-003, totaling 3.04 (+/-) acres, and Parcel Number 2203-000-002, totaling 2.95 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing is the first of two public hearings before the BCC.

BACKGROUND:

The applicant is requesting to remove the parcels from the adopted Escambia County Mid-West Sector Plan (SP), Muscogee Detailed Specific Area Plan (DSAP). The subject parcels are located on the south-eastern perimeter boundary of the SP, off Kingsfield Road.

Based on the public records of Escambia County, the Escambia County Property

Appraiser, there is a single-family residence on-site. The current underlying zoning for the parcel is LDR, with a maximum residential development allowance of 4 du/acre.

The applicant is also requesting that the BCC assign a Future Land Use (FLU) category of MU-S. The applicant stated that there is no immediate proposed development for the sites. The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the Conservation Neighborhood designation, with a maximum residential development allowance of 3 du/acre.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

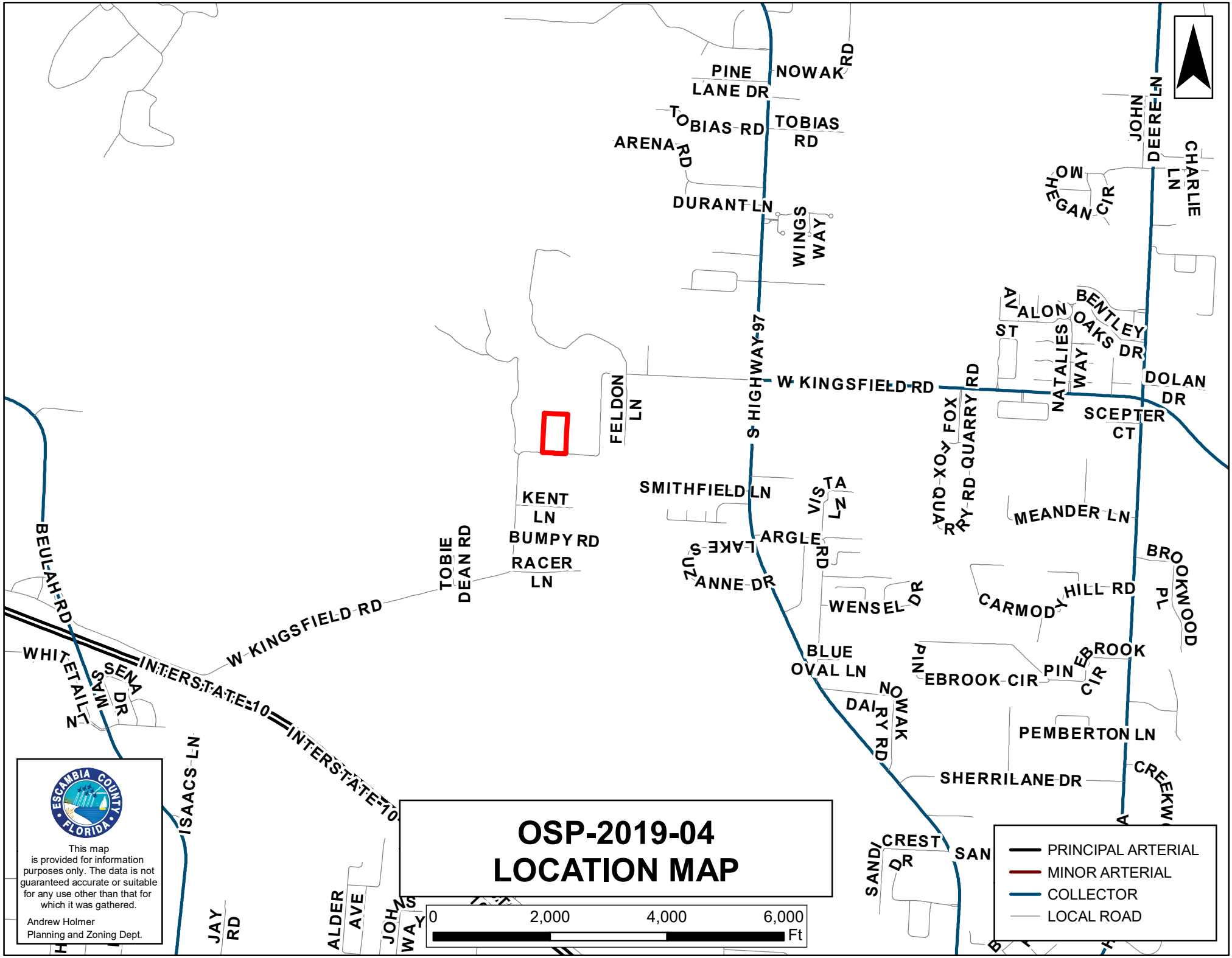
This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

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

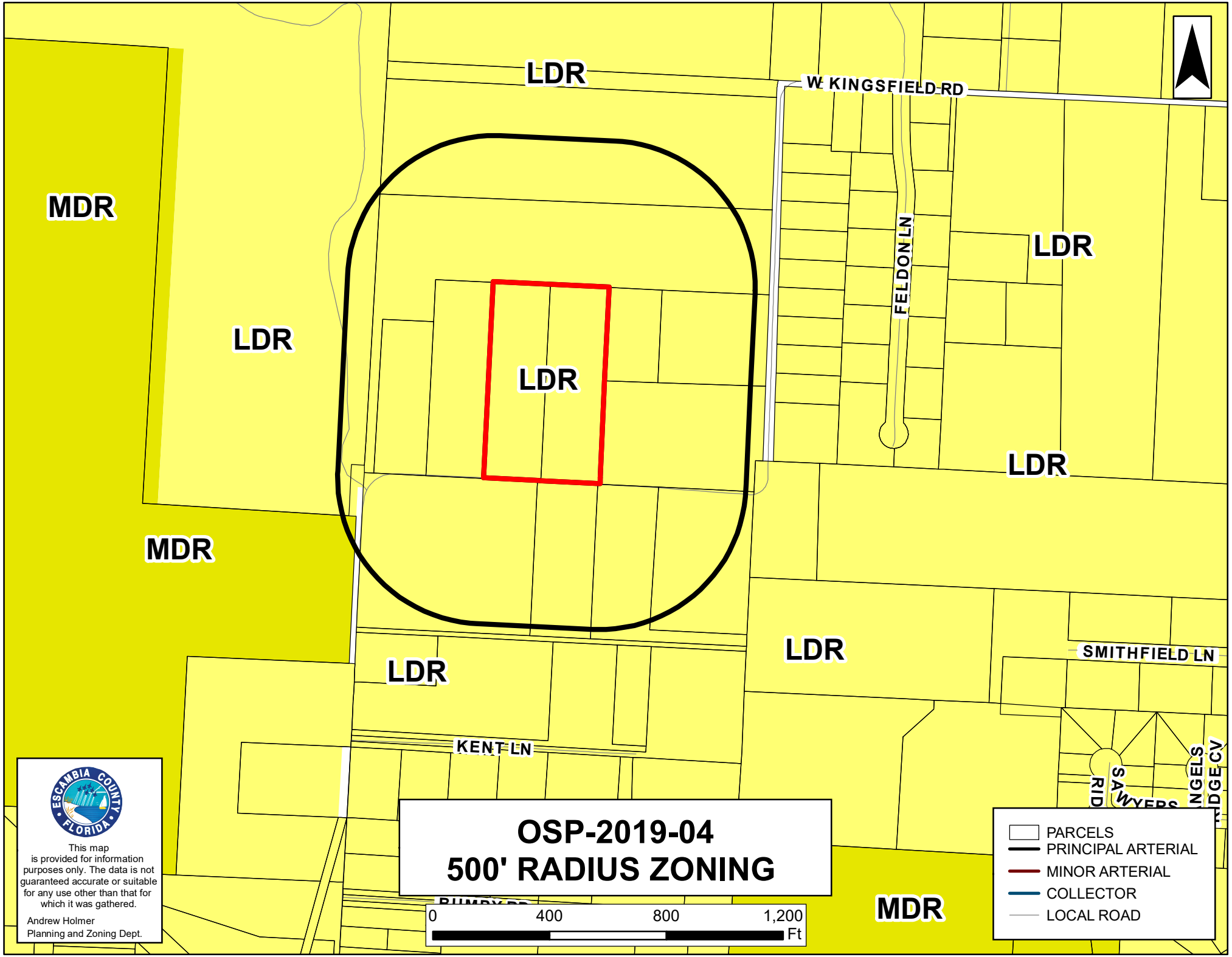
Attachments

OSP-2019-04 Working Case File
Staff Analysis with Attachments
Draft Ordinance with Attachments

OSP-2019-04



OSP-2019-04
LOCATION MAP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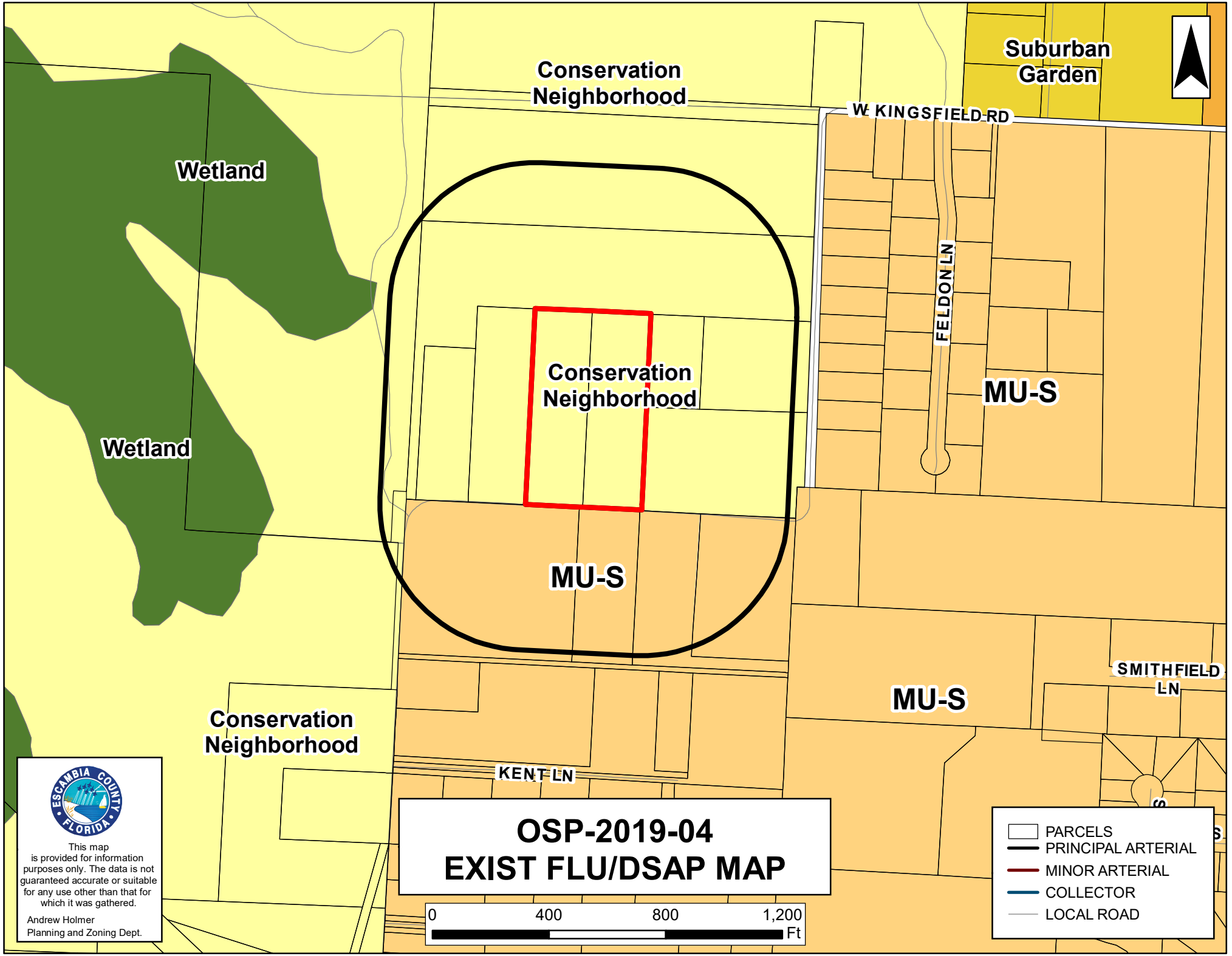
Andrew Holmer
Planning and Zoning Dept.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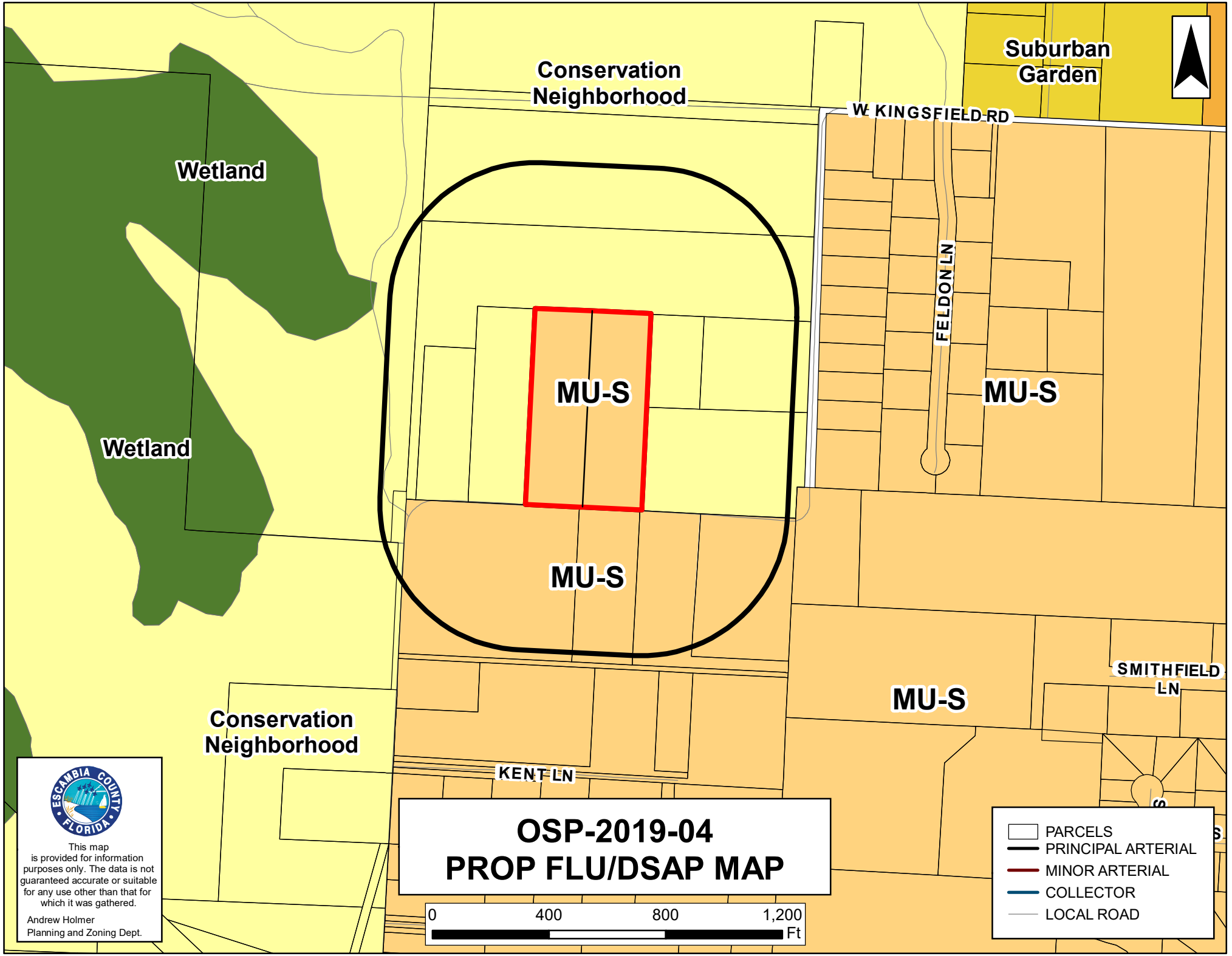
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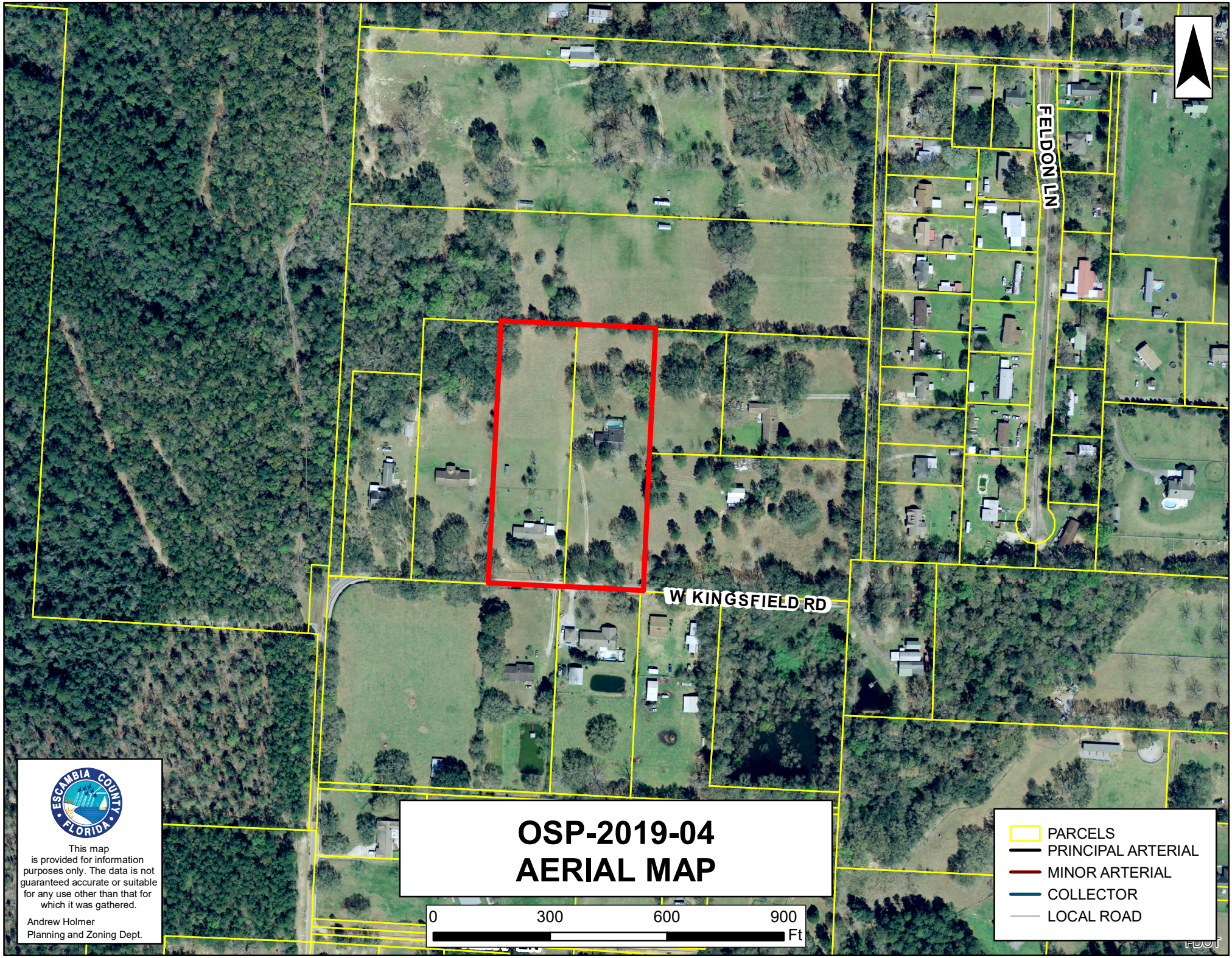
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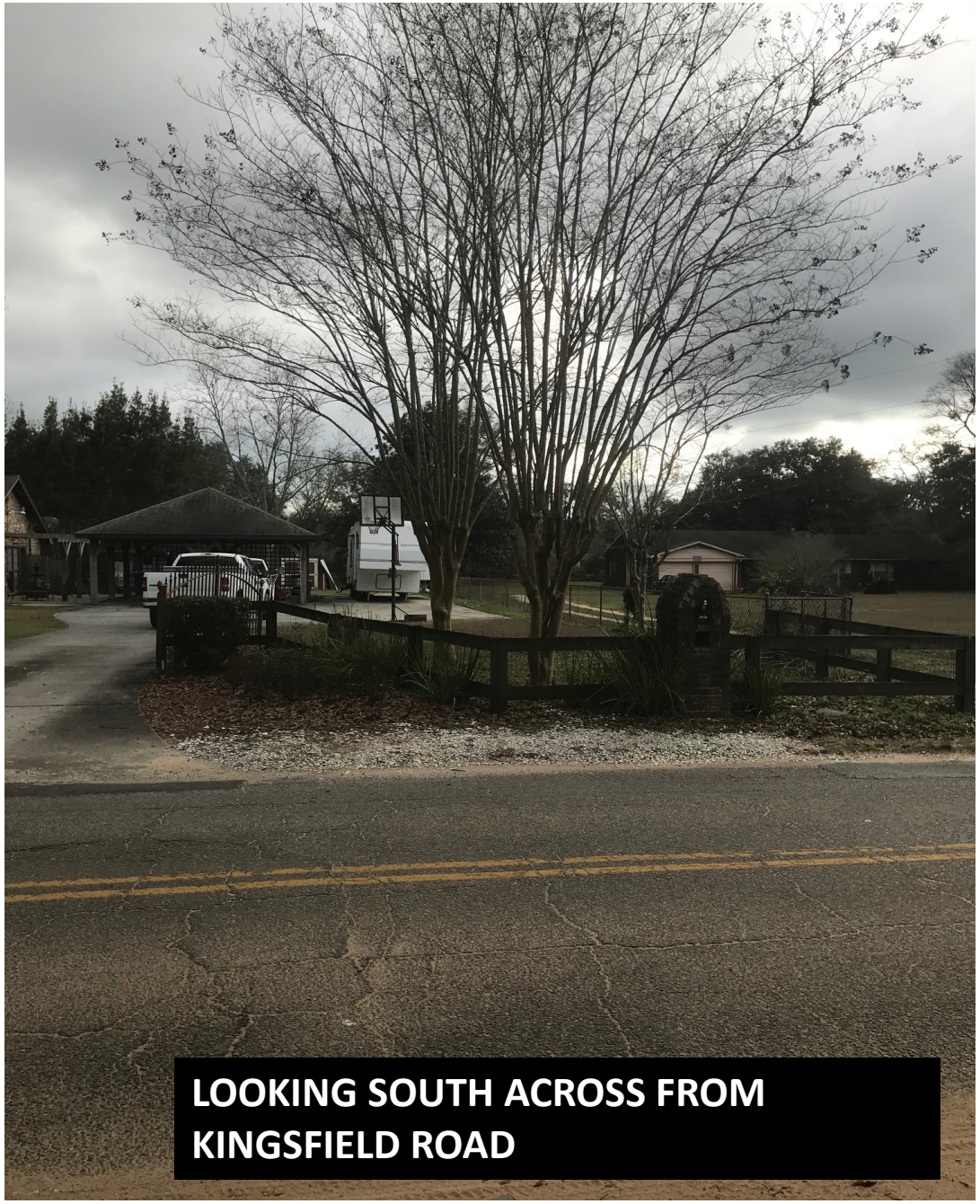
Planning and Zoning Dept.



PUBLIC HEARING SIGN



LOOKING WEST ON KINGSFIELD ROAD


LOOKING SOUTH ACROSS FROM
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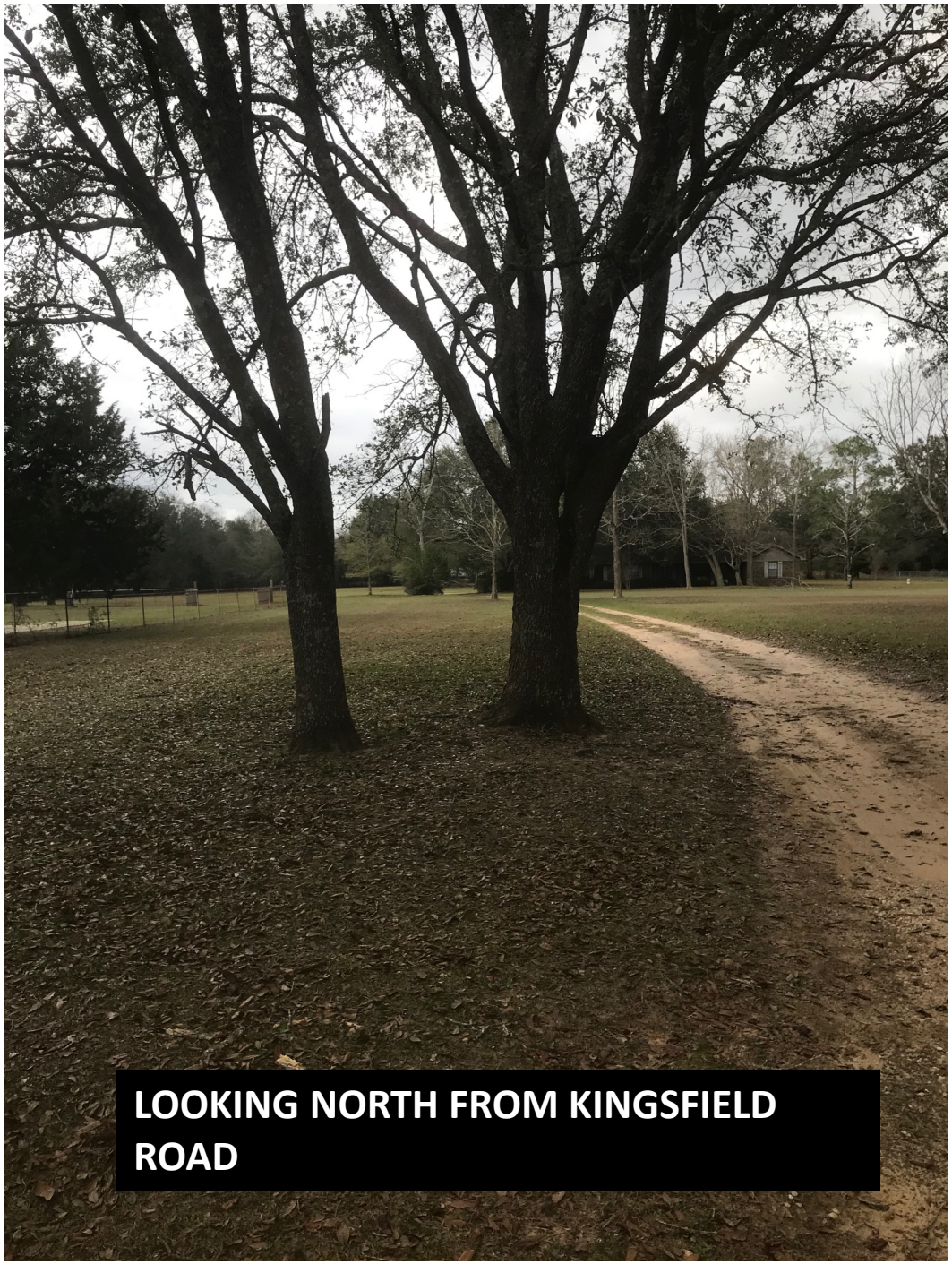
LOOKING EAST ON KINGSFIELD ROAD



LOOKING NORTH FROM KINGSFIELD ROAD

JOLLY 1955 W Kingsfield Rd

Clyde L Jolly jollycl@aol.com
Cynthia A Jolly cajolly@aol.com
(850) 712-5144
Mailing:1955 W Kingsfield Rd Physical: 1955 W. Kingsfield Rd
Cantonment, FL 32533

November 22, 2019

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **Clyde L and Cynthia A Jolly, Owners**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan and Future Land Use Map Amendment
Parcel Reference 30-1N-31-2203-0002 at 1955 W. Kingsfield Road
-000-002

Dear Planning Board Members and Director Jones:

This letter supports our request that the above-referenced property be allowed to "opt out" of the Detailed Specific Area Plan (DSAP) otherwise known as the Escambia County Mid-West Sector Plan. If approved, the subject property will revert to its current underlying zoning of regular county LDR with the appropriate assigned Future Land Use (FLU) of Mixed Use-Suburban (MU-S). And that is the effective zoning and FLU we are applying for (application attached).

Our property is zoned regular county LDR as previously noted, which is what we want. But our effective zoning is Sector Plan LDR, or Conservation Neighborhood, which severely degrades our property use and value compared to the county standard LDR.

It has been represented that the Sector Plan Conservation Neighborhood is comparable to county LDR. That is simply not true when applied to high value development property like ours.

Here are the stark differences:

One: The Dwelling Unit Reduction. County LDR allows four dwelling units per acre. Sector Plan LDR/Conservation Neighborhood arbitrarily shrinks the county standard by twenty-five percent (25%) to three dwelling units per acre, without providing any rational basis for the reduction.

A decade ago when the Sector Plan was conceived that probably wasn't an issue. With the rising cost of land, development infrastructure, and building construction, that could be an issue now depending upon physical characteristics of the property and its location.

Two: The 50% Rule. This provision requires the developed area of a proposed subdivision shall not exceed fifty percent (50%) of the gross land area of the site. In our case, where our property is approximately ninety percent (90%) buildable, that provision renders nearly half of our valuable property practically worthless for its highest and best use. The net effect is, in reality, a de facto taking without compensation.

Three: Open Space Design. This restriction reinforces the previous one. It states as follows: "At least fifty percent (50%) of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (See EXHIBIT A – Escambia County Mid-West Sector Plan, Section 3.03 Conservation Neighborhood Guidelines pages 55, 56, and 57.)

None of these severely limiting restrictions apply to county LDR, nor do they appear anywhere else in the county's land development code, including medium and high density residential and other categories of zoning in the Sector Plan itself, all of which are comparable to regular county zoning.

Under these circumstances, no developer interested in making a profit is likely to pay top dollar for our property knowing full well he's got to give up development rights on a portion of it and face uncertainty about what he can do with the rest.

It is obvious that a basic competitive unfairness and inequity exists between property owners with county LDR and those with Sector Plan LDR/Conservation Neighborhood. That unfairness also acts as a strong deterrent to residential development in the Sector Plan. Since the

Sector Plan was approved eight years ago, there have been numerous residential developments in the area outside of the Sector Plan boundaries with dozens more in process. By contrast, during that time there has been only one approved subdivision in Sector Plan LDR/Conservation Neighborhood, and in that instance the developer found a way to extract value from a portion of the required "set-aside" property he was prohibited from developing to offset his costs of lost development rights.

There also exists a basic unfairness between property owners within the Conservation Neighborhood. For example, property owners with forty to fifty percent jurisdictional wetlands on their property are not required to give up any of their buildable land. The required conservation, or agricultural, component is already in place there due to God and the Environmental Protection Agency.

In other words, the highest value properties, like ours, are forced to bear the full burden of surrendering a portion of our valuable upland without compensation to accommodate perceived public interest that was not established by sufficient public input, hearings, proper legal notice and consent of the property owners. Virtually all of them are small landowners who were swept up into this thing with no idea how their property rights would be affected. Only the "Stake Holders" with 150+ acres were notified by letter. According to FL Statutes, all property owners within the FLU/DSAP overlay sector would be allowed to opt out at any time BEFORE the approval of the sector plan but require permission thru the jurisdiction after the granting of approval. I would venture to say 85% of the existing landowners to this day do not know what the Mid West Sector Plan is and what it means to them.

We have lost nearly half of our development rights compared to our regular county LDR zoning and we have lost substantial value due to passage and continued existence of the Sector Plan. Right across the street from my properties they are old LDR yet we are Conservation due to the overlay sector plan. The Sector Plan does not allow variances, exceptions, adjustments for changing conditions, development rights swaps, or any other changes whatsoever. Once you're in it, you're stuck, and your only recourse is to opt out.

The Board of County Commissioners has become aware of these problems, and recently voted unanimously to direct staff to reduce fees for processing opt-out applications and make it easier and quicker for property owners to opt out if they choose to do so. The new schedule waives all fees for property owners with ten acres or less, and levies $975 for properties over ten acres, which is a seventy-five percent (75%) reduction from approximately four thousand dollars ($4,000). The Board's clear intent is to streamline and expedite this opt-out procedure as a fair and equitable remedy for landowners whose private property rights have been infringed upon unjustly. (See Resolution R2019-92 passed by BOCC unanimously, 5-0 vote, September 11, 2019.)

For the reasons noted in this letter and in consideration of the will of the Board of County Commissioners, we request your favorable recommendation for our opt-out application so it can move forward to the Board of County Commissioners for final approval.

Sincerely,

Clyde L Jolly

Cynthia A Jolly

Attachments: Mid-West Escambia County Sector Plan Opt-Out Request with Future Land Use Map Amendment Application

1955

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

FUTURE LAND USE MAP AMENDMENT
Mid-West Escambia County Sector Plan Opting-Out
APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).

2. ____ Letter of request, including reason(s) for map amendment and desired future land use category

3. ✓ Notarized Affidavit of Ownership and Authorization (form herein)

4. ____ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf

5. ✓ Concurrency Determination Acknowledgement (form herein)

6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.

7. ____ Street Map depicting general property location

8. ____ Legal Description of exact property area proposed for opt-out and a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment

9. ____ Opt-Out Future Land Use Map Amendment Application fee

10. ____ Complete Data and Analysis (See applicable page herein)

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

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPTING-OUT and FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: OPTING OUT OF THE SECTOR PLAN
Current DSAP Land Use: _____ Requested FLU: _____ Zoning: _____
Previous FLU:_____
Taken by:_____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date:

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

Name: CLYDE L AND CYNTHIA A JOLLY

Address: 1955 W. KINGSFIELD RD

City: CANTONMENT State: FL Zip Code: 32533

Telephone: (850) 712-5144

Email: JOLLYCL@AOL.COM

DESCRIPTION OF PROPERTY:

Street address: 1955 W. KINGSFIELD DR.

Subdivision: N/A

Property reference number(s) 301N31220300002

Size of Property (acres) 2.9500 Sewer____ Septic Tank X

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Clyde L. Jolly — CLYDE JOLLY

Signature (Property Owner) | Printed Name | Date

Signature (Agent's Name | Printed Name | Date

1955 W KINGSFIELD RD
Address:

City: CANTONMENT State: FL Zip: 32533

Telephone (850) 712 - 5144 Fax # ( ) -

Email: JOLLYCL@AOL.COM

STATE OF Florida.
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 22nd day of November, year of 2019 by, Clyde Jolly who ( ) did ( ) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current as identification.

Kim L. Wilson 11/22/19 — Kim L. Wilson

Signature of Notary Public Date | Printed Name of Notary

My Commission Expires May 10, 2020 Commission No. FF991192
(Notary seal must be affixed)

KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

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

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

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

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

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

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

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

OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

1955 W KINGSFIELD RD

Property reference #: 30-1N-31-2203-0002

Project Address:

1955 W KINGSFIELD RD CANTONMENT, FL 32533

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 22 DAY OF NOVEMBER, 2019

Clyde L. Jolly — CLYDE L JOLLY
Owner's signature — Owner's name (print)

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

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

DATA AND ANALYSIS REQUIREMENTS

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

    A. Sanitary Sewer (or septic tank, if applicable)

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

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

2. Proximity to and impact on the following:

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

    B. Historically significant sites (available from University of West Florida)

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

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

4. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

6. The underlying existing zoning category and the compatibility with the surrounding DSAP land use designation.

7. The consistency of any requested FLU designation with underlying zoning.

8. The previous future land use designation.

9. During the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

EXHIBIT "A"

SECTOR PLAN OPT-OUT APPLICATION FEES		
TYPE	APPLICATION FEES	ADVERTISING FEES
PARCELS 10 ACRES AND UNDER	FEE WAIVER	PAID BY APPLICANT
SINGLE PARCEL	$975.00	PAID BY APPLICANT
TWO ADJOINING PARCELS*	$1,275.00	PAID BY APPLICANT
*ADJOINING IMPLIES MEETING AND TOUCHING AT SOME POINT OR LINE		
ADDITIONAL ADJOINING PARCELS ABOVE TWO	$72.00 PER PARCEL	PAID BY APPLICANT
TWO NON-ADJOINING PARCELS	$1,750.00	PAID BY APPLICANT
ADDITIONAL NON-ADJOINING PARCELS ABOVE TWO	$85.00 PER PARCEL	PAID BY APPLICANT

Opt-Out Process Timeline

- These types of requests are legislative in nature and will be processed accordingly within the provisions as established within the Land Development Code and the Comprehensive Plan of Escambia County, Florida.

- Once the application has been submitted to the County with all the required documents, including any analysis, reports and payment of fees, staff shall move with deliberate action and speed in order to get the "opt-out request(s)" heard at the next regularly scheduled Planning Board meeting, contingent upon the County's ability to first comply with all public notification requirements.

- Property Owners and/or Agents for Property Owners have the responsibility of ensuring accuracy of all submittal packets. Failure to submit the necessary documents can result in a delay in moving the specified request to the next regularly scheduled meeting of the Planning Board.

- If a rezoning request is also submitted, staff will act in accordance with F.S 163.3184(12) "Concurrent Zoning." This provision of law gives the local government the authority to hear a rezoning request at the transmittal hearing for a request for amendment to the Comprehensive Plan. The zoning change would be contingent upon the review and approval of the requested Comprehensive Plan amendment.

DATA AND ANALYSIS REQUIREMENTS

1955 W. Kingsfield Road
Parcel Reference 31-1N-31-2203-000-002
Owners: CLYDE L AND CYNTHIA A JOLLY

1. The following is an analysis of the impact of both the current and proposed future land use categories on various infrastructure components. Applicants' parcel contains one single family home. Current future land use is DSAP – Conservation Neighborhood; requested future land use is MU-S; previous future land use is MU-S. Current zoning is LDR. There is no development proposed. If any development is proposed in the future that requires more density than normal county LDR, it must come before the Planning Board and the Board of County Commissioners as a quasi-judicial rezoning hearing and be approved or denied at that time.

   A. Sanitary Sewer (or septic tank, if applicable)
   Provides service to the one single family home on the property.

   B. Solid Waste Disposal
   ECUA provides solid waste disposal for this neighborhood.

   C. Potable Water
   Farm Hill Water holds the franchise for water at this address.

   D. Stormwater Management
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate stormwater management is designed into the project.

   E. Traffic
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review analysis to ensure compliance with established standards.

   F. Recreation and Open Space
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate recreation and open space is designed into the project.

G. Schools

Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure impact on area schools is taken into consideration. Schools serving this neighborhood include Kingsfield Elementary, Ransom Middle, and Tate High School.

2. Describe the proximity to and impact on the following:

A. Wellheads

Not applicable. There is no development proposed. However, the applicant's property is not within either the 7 or 20 year wellhead protection area. See the county's Property Lookup information for this parcel (attached).

B. Historically Significant Sites

Not applicable. There is no proposed development. Any future proposed development must go through normal Development Review procedures and to be approved must request the requisite archaeology site review.

C. Natural Resources

Not applicable. While there is no development proposed, if one is proposed in the future, natural resources of special significance must be taken into account and addressed during the normal Development Review process.

D. Analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above (*Escambia County*). This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The applicants' request to opt-out their land from the Sector Plan, DSAP-Conservation Neighborhood, is consistent with the intent of the Escambia County Comprehensive Plan. The Conservation Neighborhood district assigned to this parcel does not meet the highest and best use for what the applicants believe is most fair or appropriate for their property.

E. The parcel size is approximately 2.95 acres. It represents 0.07 % of the DSAP Conservation Neighborhood category, which has a total of 3,855 developable acres. The aggregate acreage of granted opt-outs is 8.7.

F. Not applicable. There is no current proposal for development of this site, so there will be no impact to traffic.

G. The underlying existing zoning category for this parcel is Low Density Residential (LDR). It is compatible with the surrounding DSAP land use designation.

H. The requested FLU designation of MU-S is compatible with the underlying LDR zoning.

I. The previous future land use designation was MU-S.

J. Due to restrictions of the DSAP Conservation Neighborhood overlay on this property, including the 50% rule, mandatory clustering, required open space and inability to petition the Planning Board for relief to change or modify zoning at any point in the future, the property owners have lost development rights, were effectively down zoned as part of the Sector Plan adoption, have had their land devalued and lost the ability to sell it at fair market value.

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 1955 W KINGSFIELD RD

Print this page

Real Estate Account #11-4404-320 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
4 installments	4 installments	4 installments	4 installments		
PAID TO DATE	PAID	PAID	PAID		PAID

Installment 1 Paid | Installment 2 Paid

Get Bills by Email

PAID 2019-09-30 $363.49
Receipt
#WWW-19-00283461
Print Paid Bill

Owner: JOLLY CLYDE L & CYNTHIA A
1955 W KINGSFIELD RD
CANTONMENT, FL 32533
Situs: 1955 W KINGSFIELD RD

Account number: 11-4404-320
Alternate Key: 119948
Millage code: 06
Millage rate: 13.7362

Assessed value: 141,008
School assessed value: 141,008
Unimproved land value: 56,050

Flags

Installments

Exemptions

HOMESTEAD EXEMPTION: 50,000



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Installment bill #2

Ad valorem: $1,401.18
Non-ad valorem: $125.33
Total Discountable: 1526.51
No Discount NAVA: 0.00
Total tax: $1,526.51

Legal description

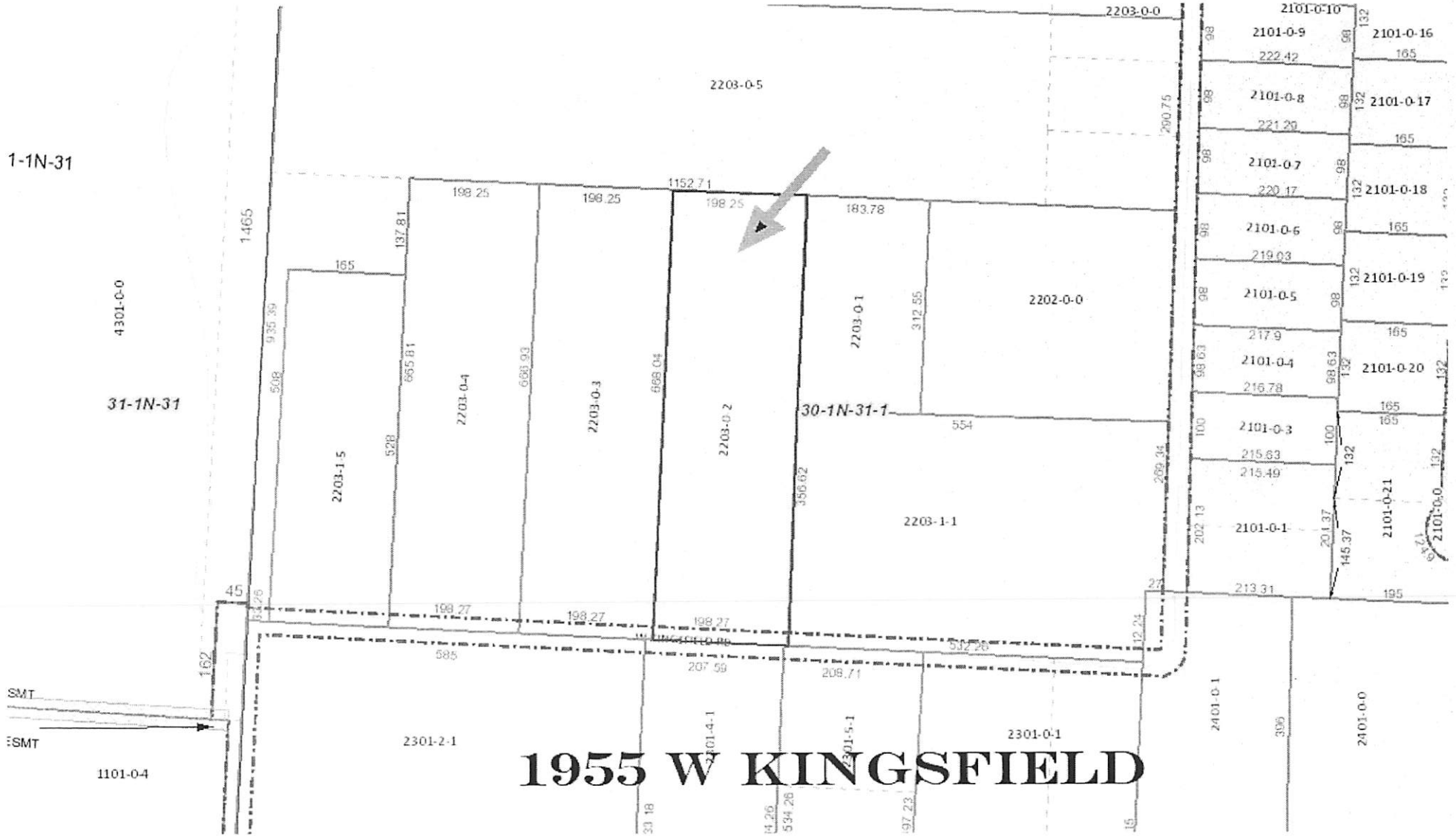
BEG AT NW COR OF SEC S O DEG 17 MIN 39 SEC W ALG W LINE OF SD SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 594 75/100 FT FOR POB CONT S 89 DEG 34 MIN 27 SEC E 198 25/100 FT S O DEG 17 MIN 39 SEC W 669 16/100 FT N

Legal description

BEG AT NW COR OF SEC S O DEG 17 MIN 39 SEC W ALG W LINE OF SD SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 594 75/100 FT FOR POB CONT S 89 DEG 34 MIN 27 SEC E 198 25/100 FT S O DEG 17 MIN 39 SEC W 669 16/100 FT N 89 DEG 15 MIN 04 SEC W 198 27/100 FT N 0 DEG 17 MIN 39 SEC E 668 04/100 FT TO POB LESS RD R/W OR 1965 P 318

Location

Geo number:301N312203000002
Range:31
Township:1N
Section:30
Block:002
Lot:000
Use code:0100
Total acres:2.950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1465
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2203-0-2
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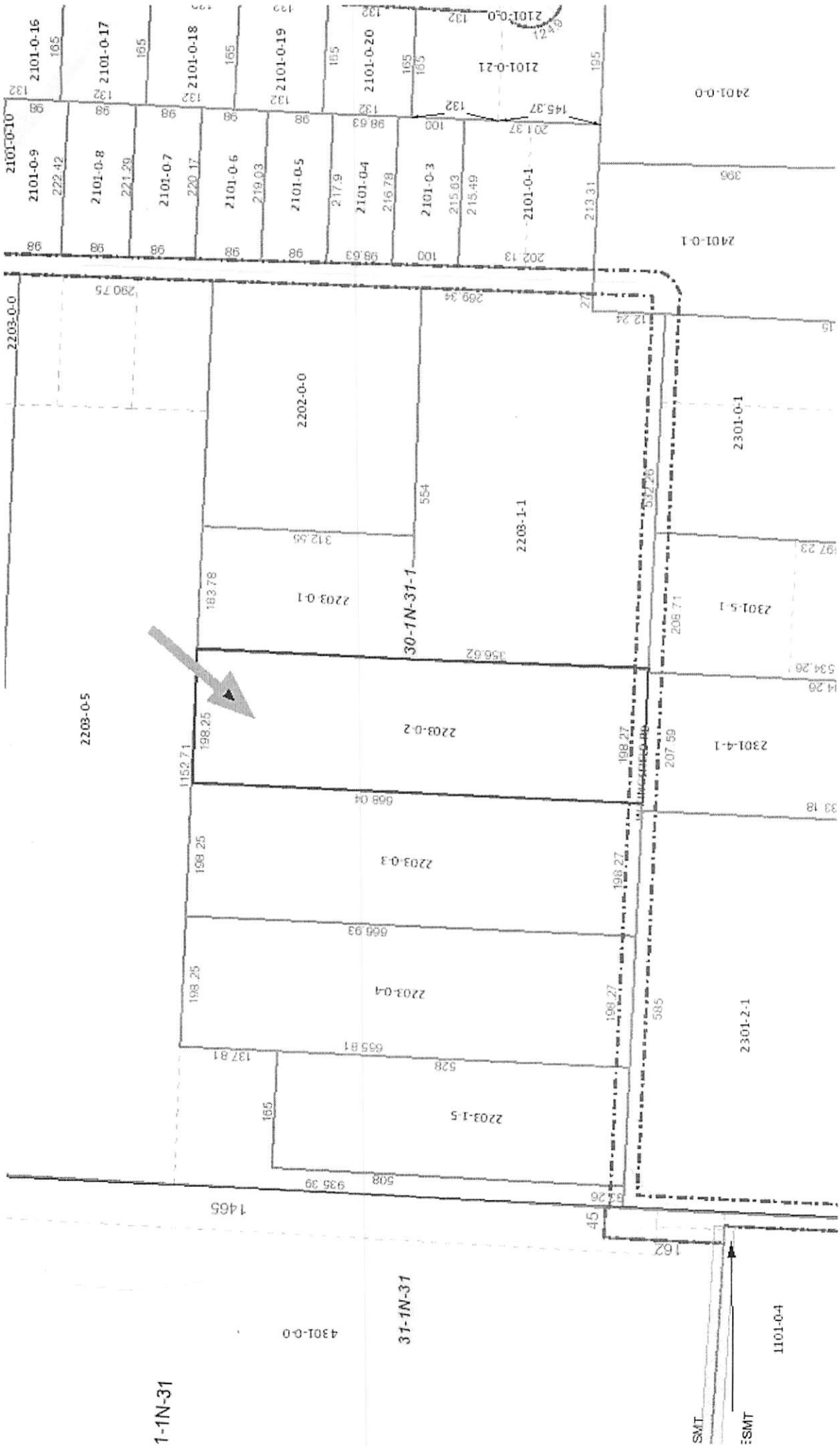
SMT
ESMT
KINGSFIELD RD
1955 W KINGSFIELD



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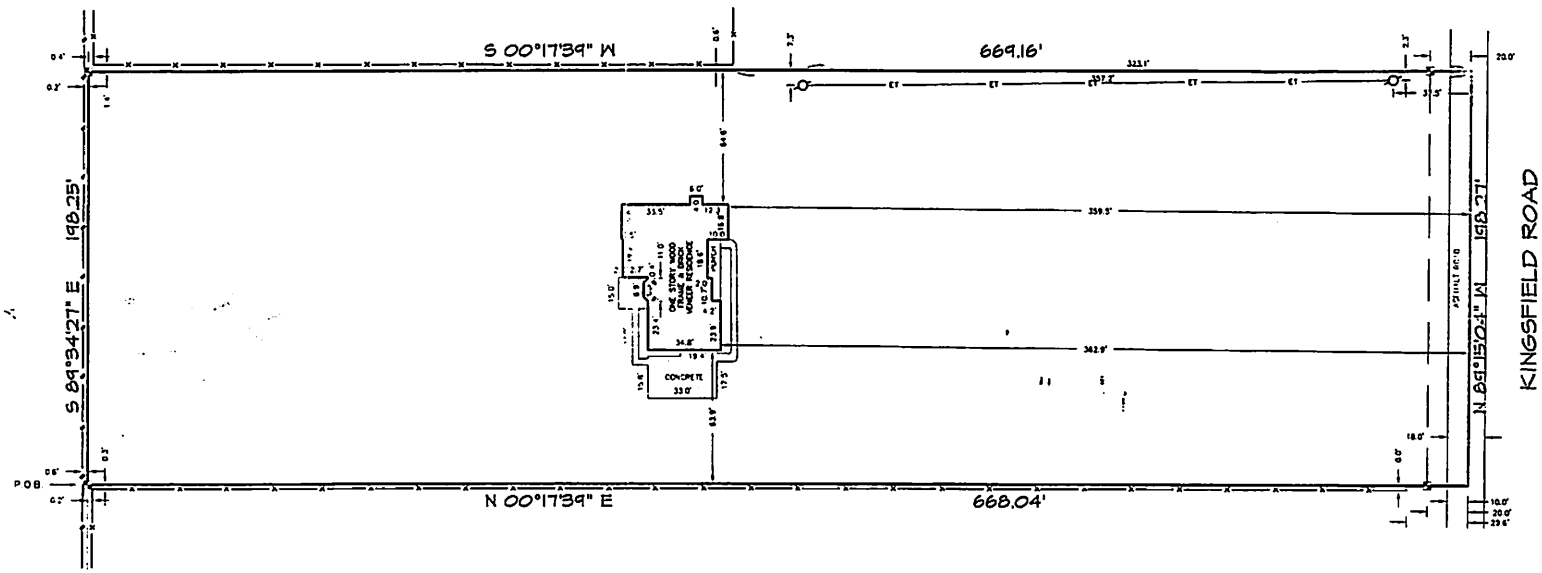
SMT
ESMT



NORTH SCALE 1" = 40'

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS

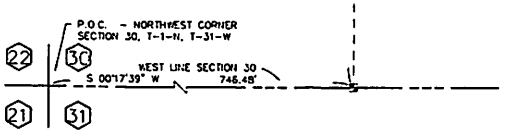
CERTIFIED TO MEET MINIMUM TECHNICAL STANDARDS TO:
First American Title Insurance Co.
Clyde L. Jolly and Cynthia A. Jolly
Countrywide Homes Loans, Inc.

SURVEYOR'S NOTES:
1. Subject to setbacks, easements, and restrictions of record.
2. Subject to any facts that may be disclosed by full and accurate title search.
3. This drawing does not reflect or determine ownership.

STREET ADDRESS: 1935 West Kingsfield Road

LEGAL DESCRIPTION:
Commence at the Northwest corner of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence South 01 degrees 17'39" West along the West line of said Section for a distance of 746.48 feet; thence South 89 degrees 34'27" East for a distance of 544.75 feet to the point of beginning; thence continue South 89 degrees 34'27" East for a distance of 198.25 feet; thence South 00 degrees 17'39" West for a distance of 669.16 feet; thence North 89 degrees 15'04" West for a distance of 198.27 feet; thence North 00 degrees 17'39" East for a distance of 668.04 feet to the point of beginning. Containing 3.04 acres, more or less, and all lying and being in Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

LEGEND:
P.O.C. Point of commencement
P.O.B. Point of beginning
R/W Right of way
S 4" x 4" Concrete monument found
Permanent control point set #2449
Power pole
—ET— Electric/telephone line
—x— Chain link fence
—\— Wire fence



Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON WEST LINE OF SECTION 30 AS S 00°17'39" W
Ordered By CINDY JOLLY
Elevation Reference
Encroachments: AS SHOWN

Source of information TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM

PITTMAN & ASSOCIATES, INC.
LAND SURVEYORS
3407 NORTH "L" STREET
PENSACOLA, FLORIDA 32505
(850) 434-6666 FAX (850) 434-6661

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472-027, Florida Statutes

Oscar W. Pittman RLS No. 1748
David D. Glaze RLS No. 5605

SCALE	1" = 40'
FILE NO.	E-2490
JOB NO.	26000-99
FB 408 PG	43-44
FB PG	
Date of Survey	2-13-99
Date of Plat	2-16-99
Revised:	

SHEET	OF
1	1

LB No. 2449

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

REC 5.00
DOC 90.00
TOT 95.00

5A-22713

OR 1965 PAGE 318

State of Florida

COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That we, WILLIAM C. KINGSBURY AND SUSAN W. KINGSBURY ... husband and wife, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto CLYDE L. JOLLY AND CYNTHIA A. JOLLY, husband and wife, of 730 El Camino Pr. Cantonment, Fl. 32533 Pensacola, Florida, their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the State of Florida, and County of Escambia to-wit:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S 0°17'39" WEST ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 746.48 FEET; THENCE S 89°34'27" E FOR A DISTANCE OF 594.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°34'27" E FOR A DISTANCE OF 198.25 FEET; THENCE S 0°17'39" W FOR A DISTANCE OF 669.16 FEET; THENCE N 89°15'04" W FOR A DISTANCE OF 198.27 FEET; THENCE N 0°17'39" E FOR A DISTANCE OF 668.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 3.04 ACRES MORE OR LESS AND ALL LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THE GRANTORS HEREIN RESERVE ONE-HALF OF THE MINERAL RIGHTS

STATE OF FLORIDA DOCUMENTARY STAMP TAX REVENUE SEP21'84 $90.00

ESCAMBIA COUNTY FLA. SEP 20 11 35 AM '84 FILED AND RECORDED

3183967

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever fully warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of September 1984

Signed, sealed and delivered in the presence of:

Patricia L. Doennecken

Kristen L. Hansen

WILLIAM C. KINGSBURY JR. (SEAL)

SUSAN W. KINGSBURY (SEAL)

State of ~~Florida~~ VIRGINIA

COUNTY OF ~~ESCAMBIA~~ FAIRFAX

Before the subscriber personally appeared WILLIAM C. KINGSBURY JR. AND SUSAN W. KINGSBURY husband and wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of October 1984.

Notary Public

My commission expires My Commission Expires June 11, 1985

SPACE BELOW FOR RECORDERS USE

JOLLY 2003 W Kingsfield Rd

Clyde L Jolly *jollycl@aol.com*
Cynthia A Jolly *cajolly@aol.com*
(850) 712-5144
Mailing:1955 W Kingsfield Rd Physical: 2003 W. Kingsfield Rd
Cantonment, FL 32533

November 22, 2019

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **Clyde L and Cynthia A Jolly, Owners**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan and Future Land Use Map Amendment
Parcel Reference 30-1N-31-2203-0003 at 2003 W. Kingsfield Road
000-003

Dear Planning Board Members and Director Jones:

This letter supports our request that the above-referenced property be allowed to "opt out" of the Detailed Specific Area Plan (DSAP) otherwise known as the Escambia County Mid-West Sector Plan. If approved, the subject property will revert to its current underlying zoning of regular county LDR with the appropriate assigned Future Land Use (FLU) of Mixed Use-Suburban (MU-S). And that is the effective zoning and FLU we are applying for (application attached).

Our property is zoned regular county LDR as previously noted, which is what we want. But our effective zoning is Sector Plan LDR, or Conservation Neighborhood, which severely degrades our property use and value compared to the county standard LDR.

Members, Escambia County Planning Board
Mr. Horace L. Jones

It has been represented that the Sector Plan Conservation Neighborhood is comparable to county LDR. That is simply not true when applied to high value development property like ours.

Here are the stark differences:

One: The Dwelling Unit Reduction. County LDR allows four dwelling units per acre. Sector Plan LDR/Conservation Neighborhood arbitrarily shrinks the county standard by twenty-five percent (25%) to three dwelling units per acre, without providing any rational basis for the reduction.

A decade ago when the Sector Plan was conceived that probably wasn't an issue. With the rising cost of land, development infrastructure, and building construction, that could be an issue now depending upon physical characteristics of the property and its location.

Two: The 50% Rule. This provision requires the developed area of a proposed subdivision shall not exceed fifty percent (50%) of the gross land area of the site. In our case, where our property is approximately ninety percent (90%) buildable, that provision renders nearly half of our valuable property practically worthless for its highest and best use. The net effect is, in reality, a de facto taking without compensation.

Three: Open Space Design. This restriction reinforces the previous one. It states as follows: "At least fifty percent (50%) of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (See EXHIBIT A – Escambia County Mid-West Sector Plan, Section 3.03 Conservation Neighborhood Guidelines pages 55, 56, and 57.)

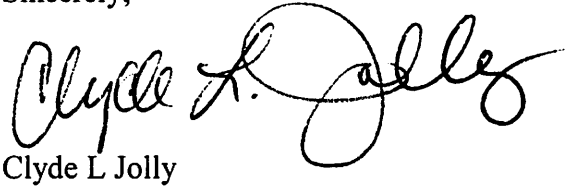
None of these severely limiting restrictions apply to county LDR, nor do they appear anywhere else in the county's land development code, including medium and high density residential and other categories of zoning in the Sector Plan itself, all of which are comparable to regular county zoning.

Under these circumstances, no developer interested in making a profit is likely to pay top dollar for our property knowing full well he's got to give up development rights on a portion of it and face uncertainty about what he can do with the rest.

It is obvious that a basic competitive unfairness and inequity exists between property owners with county LDR and those with Sector Plan LDR/Conservation Neighborhood. That unfairness also acts as a strong deterrent to residential development in the Sector Plan. Since the

For the reasons noted in this letter and in consideration of the will of the Board of County Commissioners, we request your favorable recommendation for our opt-out application so it can move forward to the Board of County Commissioners for final approval.

Sincerely,



Clyde L Jolly

Attachments: Mid-West Escambia County Sector Plan Opt-Out Request with Future Land Use Map Amendment Application

Sector Plan was approved eight years ago, there have been numerous residential developments in the area outside of the Sector Plan boundaries with dozens more in process. By contrast, during that time there has been only one approved subdivision in Sector Plan LDR/Conservation Neighborhood, and in that instance the developer found a way to extract value from a portion of the required "set-aside" property he was prohibited from developing to offset his costs of lost development rights.

There also exists a basic unfairness between property owners within the Conservation Neighborhood. For example, property owners with forty to fifty percent jurisdictional wetlands on their property are not required to give up any of their buildable land. The required conservation, or agricultural, component is already in place there due to God and the Environmental Protection Agency.

In other words, the highest value properties, like ours, are forced to bear the full burden of surrendering a portion of our valuable upland without compensation to accommodate perceived public interest that was not established by sufficient public input, hearings, proper legal notice and consent of the property owners. Virtually all of them are small landowners who were swept up into this thing with no idea how their property rights would be affected. Only the "Stake Holders" with 150+ acres were notified by letter. According to FL Statutes, all property owners within the FLU/DSAP overlay sector would be allowed to opt out at any time BEFORE the approval of the sector plan but require permission thru the jurisdiction after the granting of approval. I would venture to say 85% of the existing landowners to this day do not know what the Mid West Sector Plan is and what it means to them.

We have lost nearly half of our development rights compared to our regular county LDR zoning and we have lost substantial value due to passage and continued existence of the Sector Plan. Right across the street from my properties they are old LDR yet we are Conservation due to the overlay sector plan. The Sector Plan does not allow variances, exceptions, adjustments for changing conditions, development rights swaps, or any other changes whatsoever. Once you're in it, you're stuck, and your only recourse is to opt out.

The Board of County Commissioners has become aware of these problems, and recently voted unanimously to direct staff to reduce fees for processing opt-out applications and make it easier and quicker for property owners to opt out if they choose to do so. The new schedule waives all fees for property owners with ten acres or less, and levies $975 for properties over ten acres, which is a seventy-five percent (75%) reduction from approximately four thousand dollars ($4,000). The Board's clear intent is to streamline and expedite this opt-out procedure as a fair and equitable remedy for landowners whose private property rights have been infringed upon unjustly. (See Resolution R2019-92 passed by BOCC unanimously, 5-0 vote, September 11, 2019.)

2003

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

FUTURE LAND USE MAP AMENDMENT
Mid-West Escambia County Sector Plan Opting-Out
APPLICATION

CHECKLIST

1. _____ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).

2. _____ Letter of request, including reason(s) for map amendment and desired future land use category

3. _____ Notarized Affidavit of Ownership and Authorization (form herein)

4. _____ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf

5. _____ Concurrency Determination Acknowledgement (form herein)

6. _____ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.

7. _____ Street Map depicting general property location

8. _____ Legal Description of exact property area proposed for opt-out and a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment

9. _____ Opt-Out Future Land Use Map Amendment Application fee

10. _____ Complete Data and Analysis (See applicable page herein)

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

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPTING-OUT and FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: OPTING OUT OF THE SECTOR PLAN
Current DSAP Land Use: _____ Requested FLU: _____ Zoning: _____
Previous FLU:_____
Taken by:_____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date:

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

Name: CLYDE L AND CYNTHIA A JOLLY

Address: 1953 ~~2003~~ W. KINGSFIELD RD

City: CANTONMENT State: FL Zip Code: 32533

Telephone: (850) 712-5144

Email: JOLLYCL@AOL.COM

DESCRIPTION OF PROPERTY:

Street address: 2003 W. KINGSFIELD DR.

Subdivision: N/A

Property reference number(s) 301N31220300003

Size of Property (acres) 3.04 Sewer___ Septic Tank X

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Clyde L. — CLYDE JOLLY

Signature (Property Owner) | Printed Name | Date

Signature (Agent's Name | Printed Name | Date

1955 W KINGSFIELD RD
Address:

City: CANTONMENT State: FL Zip: 32533

Telephone (850) 712 - 5144 Fax # ( ) -

Email: JOLLYCL@AOL.COM

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 22nd day of November, year of 2019 by, Clyde Jolly who ( ) did ( ) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current as identification.

Kim L. Wilson — Kim L. Wilson

Signature of Notary Public Date | Printed Name of Notary

My Commission Expires May 10, 2020 Commission No. FF991192
(Notary seal must be affixed)

KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

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

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

_____

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

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

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

_____

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

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

OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT
Project name:

2003 W KINGSFIELD RD

Property reference #: 30-1N-31-2203-0003

Project Address:

2003 W KINGSFIELD RD CANTONMENT, FL 32533

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 22 DAY OF NOVEMBER, 20 19

Clyde L. Jolly — CLYDE L JOLLY

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

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

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

DATA AND ANALYSIS REQUIREMENTS

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

    A. Sanitary Sewer (or septic tank, if applicable)

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

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

2. Proximity to and impact on the following:

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

    B. Historically significant sites (available from University of West Florida)

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

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

4. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

6. The underlying existing zoning category and the compatibility with the surrounding DSAP land use designation.

7. The consistency of any requested FLU designation with underlying zoning.

8. The previous future land use designation.

9. During the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

EXHIBIT "A"

SECTOR PLAN OPT-OUT APPLICATION FEES		
TYPE	APPLICATION FEES	ADVERTISING FEES
PARCELS 10 ACRES AND UNDER	FEE WAIVER	PAID BY APPLICANT
SINGLE PARCEL	$975.00	PAID BY APPLICANT
TWO ADJOINING PARCELS*	$1,275.00	PAID BY APPLICANT
*ADJOINING IMPLIES MEETING AND TOUCHING AT SOME POINT OR LINE		
ADDITIONAL ADJOINING PARCELS ABOVE TWO	$72.00 PER PARCEL	PAID BY APPLICANT
TWO NON-ADJOINING PARCELS	$1,750.00	PAID BY APPLICANT
ADDITIONAL NON-ADJOINING PARCELS ABOVE TWO	$85.00 PER PARCEL	PAID BY APPLICANT

Opt-Out Process Timeline

- These types of requests are legislative in nature and will be processed accordingly within the provisions as established within the Land Development Code and the Comprehensive Plan of Escambia County, Florida.

- Once the application has been submitted to the County with all the required documents, including any analysis, reports and payment of fees, staff shall move with deliberate action and speed in order to get the "opt-out request(s)" heard at the next regularly scheduled Planning Board meeting, contingent upon the County's ability to first comply with all public notification requirements.

- Property Owners and/or Agents for Property Owners have the responsibility of ensuring accuracy of all submittal packets. Failure to submit the necessary documents can result in a delay in moving the specified request to the next regularly scheduled meeting of the Planning Board.

- If a rezoning request is also submitted, staff will act in accordance with F.S 163.3184(12) "Concurrent Zoning." This provision of law gives the local government the authority to hear a rezoning request at the transmittal hearing for a request for amendment to the Comprehensive Plan. The zoning change would be contingent upon the review and approval of the requested Comprehensive Plan amendment.

DATA AND ANALYSIS REQUIREMENTS

2003 W. Kingsfield Road
Parcel Reference 31-1N-31-2203-000-003
Owners: CLYDE L AND CYNTHIA A JOLLY LIFE EST - ET ALL

1. The following is an analysis of the impact of both the current and proposed future land use categories on various infrastructure components. Applicants' parcel contains one single family home. Current future land use is DSAP – Conservation Neighborhood; requested future land use is MU-S; previous future land use is MU-S. Current zoning is LDR. There is no development proposed. If any development is proposed in the future that requires more density than normal county LDR, it must come before the Planning Board and the Board of County Commissioners as a quasi-judicial rezoning hearing and be approved or denied at that time.

   A. Sanitary Sewer (or septic tank, if applicable)
   Provides service to the one single family home on the property.

   B. Solid Waste Disposal
   ECUA provides solid waste disposal for this neighborhood.

   C. Potable Water
   Farm Hill Water holds the franchise for water at this address.

   D. Stormwater Management
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate stormwater management is designed into the project.

   E. Traffic
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review analysis to ensure compliance with established standards.

   F. Recreation and Open Space
   Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure appropriate recreation and open space is designed into the project.

G. Schools

Not applicable. There is no development proposed, however if one is proposed in the future, it will go through normal Development Review channels to ensure impact on area schools is taken into consideration. Schools serving this neighborhood include Kingsfield Elementary, Ransom Middle, and Tate High School.

2. Describe the proximity to and impact on the following:

A. Wellheads

Not applicable. There is no development proposed. However, the applicant's property is not within either the 7 or 20 year wellhead protection area. See the county's Property Lookup information for this parcel (attached).

B. Historically Significant Sites

Not applicable. There is no proposed development. Any future proposed development must go through normal Development Review procedures and to be approved must request the requisite archaeology site review.

C. Natural Resources

Not applicable. While there is no development proposed, if one is proposed in the future, natural resources of special significance must be taken into account and addressed during the normal Development Review process.

D. Analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above (*Escambia County*). This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The applicants' request to opt-out their land from the Sector Plan, DSAP-Conservation Neighborhood, is consistent with the intent of the Escambia County Comprehensive Plan. The Conservation Neighborhood district assigned to this parcel does not meet the highest and best use for what the applicants believe is most fair or appropriate for their property.

E. The parcel size is approximately 3.04 acres. It represents 0.07 % of the DSAP Conservation Neighborhood category, which has a total of 3,855 developable acres. The aggregate acreage of granted opt-outs is 8.7.

F. Not applicable. There is no current proposal for development of this site, so there will be no impact to traffic.

G. The underlying existing zoning category for this parcel is Low Density Residential (LDR). It is compatible with the surrounding DSAP land use designation.

H. The requested FLU designation of MU-S is compatible with the underlying LDR zoning.

I. The previous future land use designation was MU-S.

J. Due to restrictions of the DSAP Conservation Neighborhood overlay on this property, including the 50% rule, mandatory clustering, required open space and inability to petition the Planning Board for relief to change or modify zoning at any point in the future, the property owners have lost development rights, were effectively down zoned as part of the Sector Plan adoption, have had their land devalued and lost the ability to sell it at fair market value.

LEGAL DISCRIPTION

BEG AT NW COR OF SEC S 0 DEG 17 MIN 39 SEC W ALG W LINE OF SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 396 50/100 FT TO POB CONT S 89 DEG 34 MIN 27 SEC E 198 25/100 FT S 0 DEG 17 MIN 39 SEC W 668 04/100 FT N 89 DEG 15 MIN 04 SEC W 198 27/100 FT N 0 DEG 17 MIN 39 SEC E 666 93/100 FT TO POB OR 7195 P 1742 OR 7824 P 1812

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 2003 W KINGSFIELD RD

Print this page

Real Estate Account #11-4404-330 | Parcel details | Latest bill | View/Print full bill history

2019	2018	2017	2016	...	2008
4 installments	4 installments	4 installments	4 installments		
PAID TO DATE	PAID	PAID	PAID		PAID

Installment 1 Paid | Installment 2 Paid

Get Bills by Email

PAID 2019-09-30 $595.48
Receipt #WWW-19-00283443
Print Paid Bill

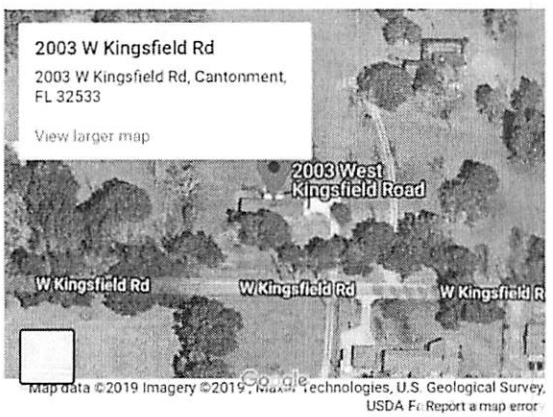
Owner: JOLLY CLYDE LIFE EST
1955 KINGSFIELD RD
CANTONMENT, FL 32533
and 1 other
Situs: 2003 W KINGSFIELD RD

Account number: 11-4404-330
Alternate Key: 119949
Millage code: 06
Millage rate: 13.7362

Assessed value: 177,492
School assessed value: 177,492
Unimproved land value: 57,760

Flags

Installments



Location is not guaranteed to be accurate.

Property Appraiser
View

2019 Installment bill #2

Ad valorem: $2,438.07
Non-ad valorem: $125.33
Total Discountable: 2563.40
No Discount NAVA: 0.00
Total tax: $2,563.40

Legal description

BEG AT NW COR OF SEC S 0 DEG 17 MIN 39 SEC W ALG W LINE OF SEC 746 48/100 FT S 89 DEG 34 MIN 27 SEC E 396 50/100 FT TO POB CONT S 89 DEG 34 MIN 27 SEC E 198 25/100 FT S 0 DEG 17 MIN 39 SEC W 668 04/100 FT N 89 DEG 15 MIN 04 SEC W 198 27/100 FT N 0 DEG 17 MIN 39 SEC E 666 93/100 FT TO POB OR 7195 P 1742 OR 7824 P 1812

Location

Location

Geo number: 301N312203000003
Range: 31
Township: 1N
Section: 30
Block: 003
Lot: 000
Use code: 0100
Total acres: 3.040

Addresses

Other owners:
JOLLY CYNTHIA LIFE EST

Recorded in Public Records 12/18/2017 11:54 AM OR Book 7824 Page 1812, Instrument #2017097939, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Prepared by:
KRISTEN MARKS, ESQ.
111 S. DeVilliers St., Ste. B
Pensacola, Florida 32502
(850) 439-1191

Parcel id no. 30-1N-31-2203-000-003
Account no. 114404330

QUIT CLAIM DEED RESERVING LIFE ESTATE

(Remainder Interest Transferred and Enhanced Life Estate Interest Retained by Grantor)

THIS DEED is made and executed the 13th day of December, 2017, by **CLYDE JOLLY and CYNTHIA JOLLY, husband and wife**, whose address is 1955 W. Kingsfield Road, Cantonment, Florida 32533, hereinafter called the Grantor, to **CLYDE L. JOLLY and CYNTHIA A. JOLLY, husband and wife**, whose address is 1955 W. Kingsfield Road, Cantonment, Florida 32533, for A **LIFE ESTATE**, without any liability for waste, and with full power and authority in said life tenant to sell, convey, mortgage, lease or otherwise manage and dispose of the property described below, in fee simple, with or without consideration, without joinder of the remainderman, and with full power and authority to retain any and all proceeds generated thereby, and **upon the death of the last life tenant, the remainder, if any, to the following beneficiaries, or their respective heirs per stirpes**, hereinafter called the Grantee:

VALERIE G. McGUIRE, 125 Willow Pond Road, Santee, California, 92071-6902

LESLIE JOLLY GUNN, PSC 37 1948, APO, AE, 09459

TERRI JOLLY DUFOUR, 1729 Brightleaf Circle, Cantonment, Florida

JEFFREY A. JOLLY, 303 Sky Terrace Apartment 954 – 1 Fuchaku Onna – son Kunigamigun, Okinawa 904 - 0413

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and heirs, legal representatives and assigns of individuals, and successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee(s), all that certain land situate in Escambia County, Florida, viz:

Commence at the Northwest corner of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence South 0 degrees 17 minutes 39 seconds West along the West line of said Section for a distance of 746.48 feet; thence South 89 degrees 34 minutes 27 seconds East for a distance of 396.50 feet to the Point of Beginning; thence continue South 89 degrees 34 minutes 27 seconds East for a distance of 198.25 feet; thence South 0 degrees 17 minutes 39 seconds West for a distance of 668.04 feet; thence North 89 degrees 15 minutes 04 seconds West for a distance of 198.27 feet; thence North 0 degrees 17 minutes 39 seconds East for a distance of 666.93 feet to the Point of Beginning. All lying and being in Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Commonly known as: 2003 W. Kingsfield Road, Cantonment, Florida 32533

The foregoing legal description was provided to the preparer without the benefit of a survey or a title search and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

The above described real property does not constitute the Grantor's homestead.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, forever.

IN WITNESS WHEREOF the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

KRISTEN MARKS

A. OLIVIA REYNOLDS

CLYDE JOLLY

CYNTHIA JOLLY

STATE OF FLORIDA)
) ss:
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me on December 13, 2017, by Clyde Jolly and Cynthia Jolly, who have produced their respective Florida driver's license as identification.

(SEAL)

Notary Public, State of Florida
J. NICOLE BOWEN

J. NICOLE BOWEN
Commission # FF 905408
My Commission Expires
August 02, 2019

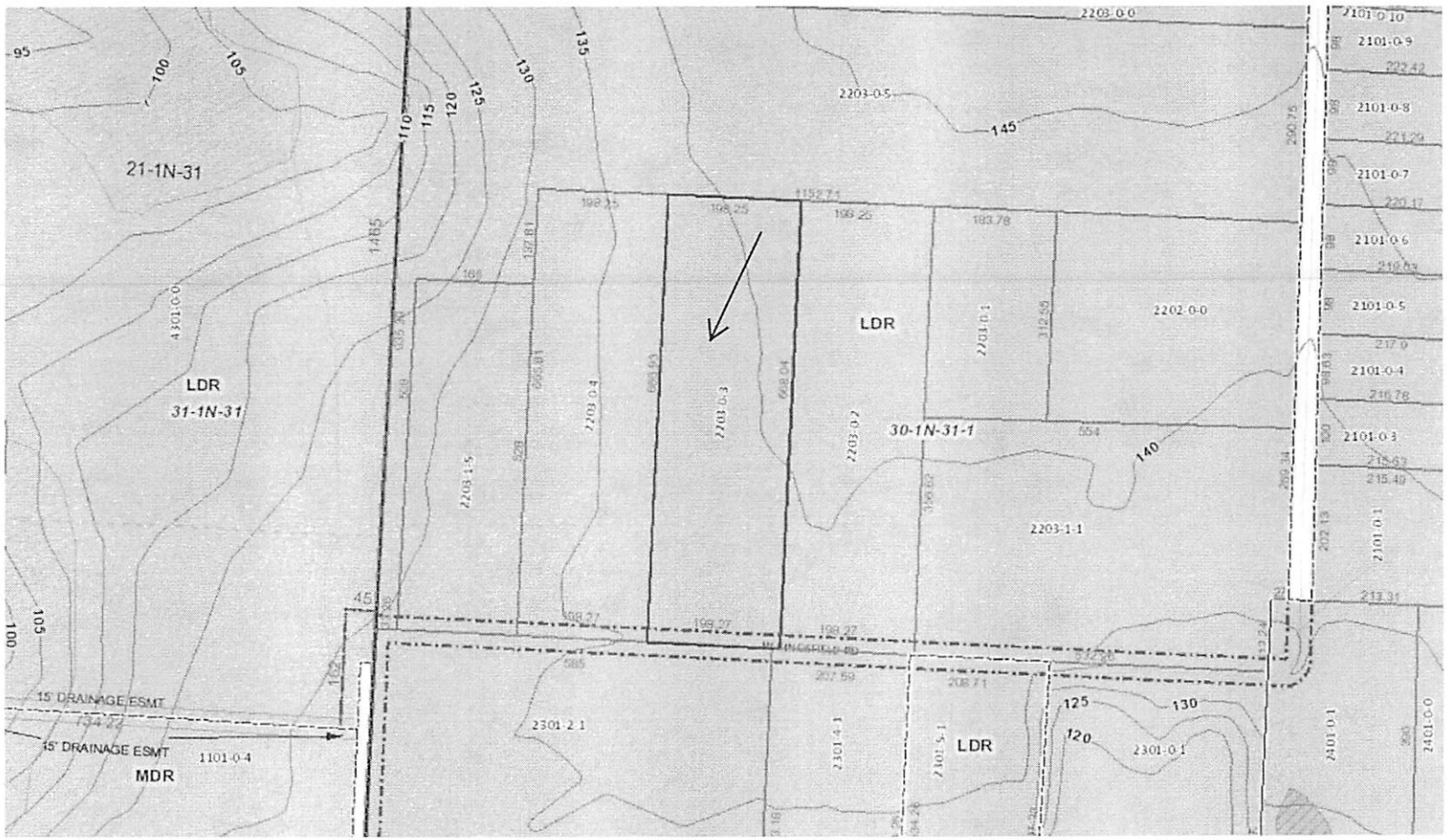
Chris Jones - Escambia County Property Appraiser

Account: 114404330
Refno: 301N312203000003
OName1: JOLLY CLYDE LIFE EST
MailingAddr: 1955 KINGSFIELD RD+CANTONMENT, FL 32533
Situs: 2003 W KINGSFIELD RD
LastSale: 12/13/2017
LastSalePr: 100
DORCd: SINGLE FAMILY RESID
acreage: 3.0400
BldCnt: 1
TotHeatArea: 2267
SecMapId: 30-1N-31-1
ComplexType:
ComplexDscr:
Zoned: LDR
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 1
Schools: PINE MEADOW|RANSOM|TATE

Street View



12/4/14



2003 W. Kingsfield

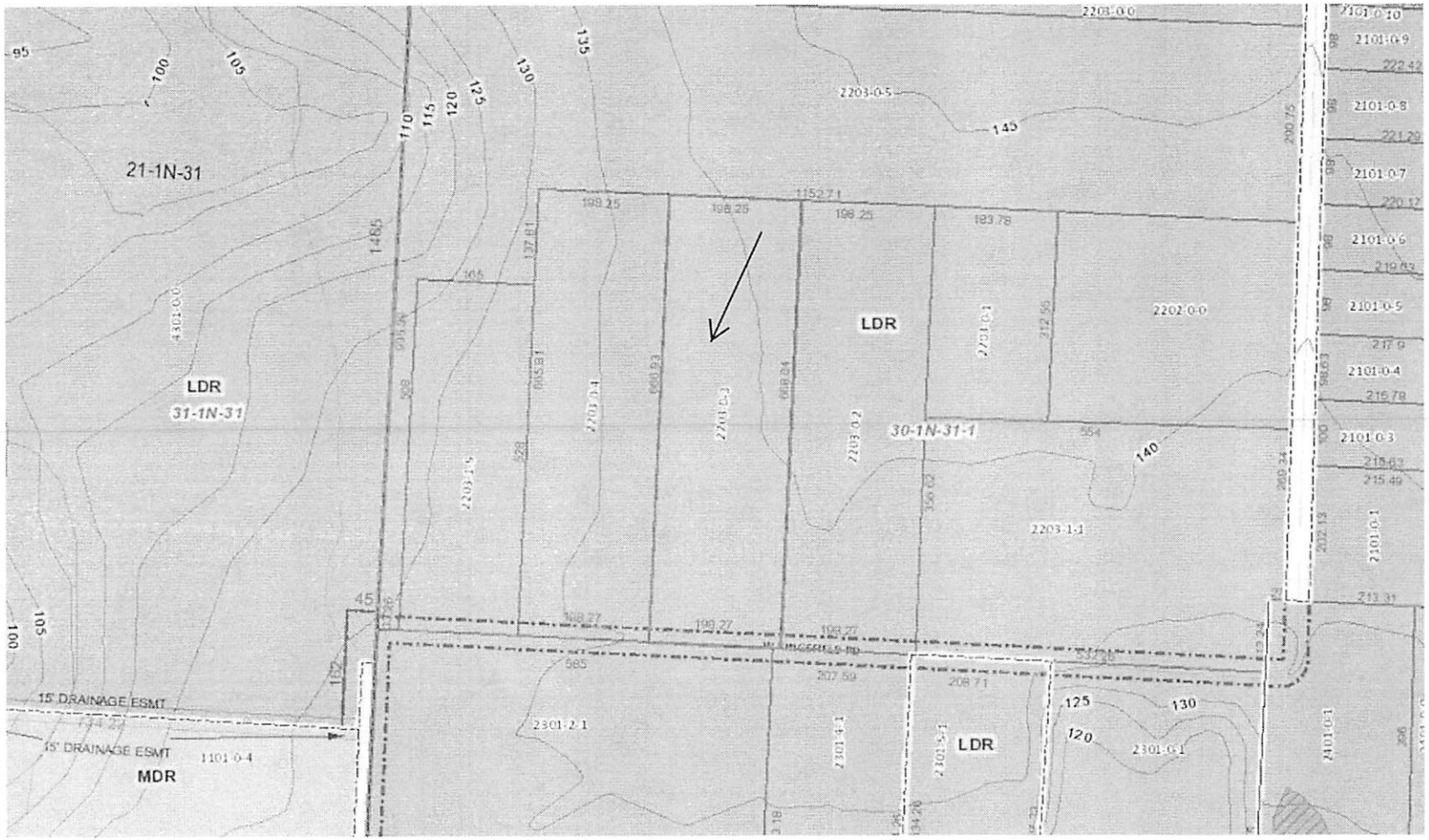
Chris Jones - Escambia County Property Appraiser

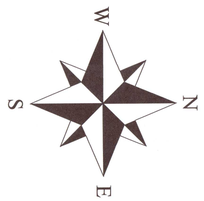
:count: 114404330
:fno: 301N312203000003
Name1: JOLLY CLYDE LIFE EST
ailingAddr: 1955 KINGSFIELD RD+CANTONMENT, FL 533
:us: 2003 W KINGSFIELD RD
stSale: 12/13/2017
stSalePr: 100
DRCd: SINGLE FAMILY RESID
reage: 3.0400
dCnt: 1
tHeatArea: 2267
cMapId: 30-1N-31-1
mplexType:
mplexDscr:
ned: LDR
LSNbr:
xAuth: COUNTY MSTU
:Cnt: 1
hools: PINE MEADOW|RANSOM|TATE

reet View



12/4/14





GRAPHIC SCALE

30 0 15 30 60 120

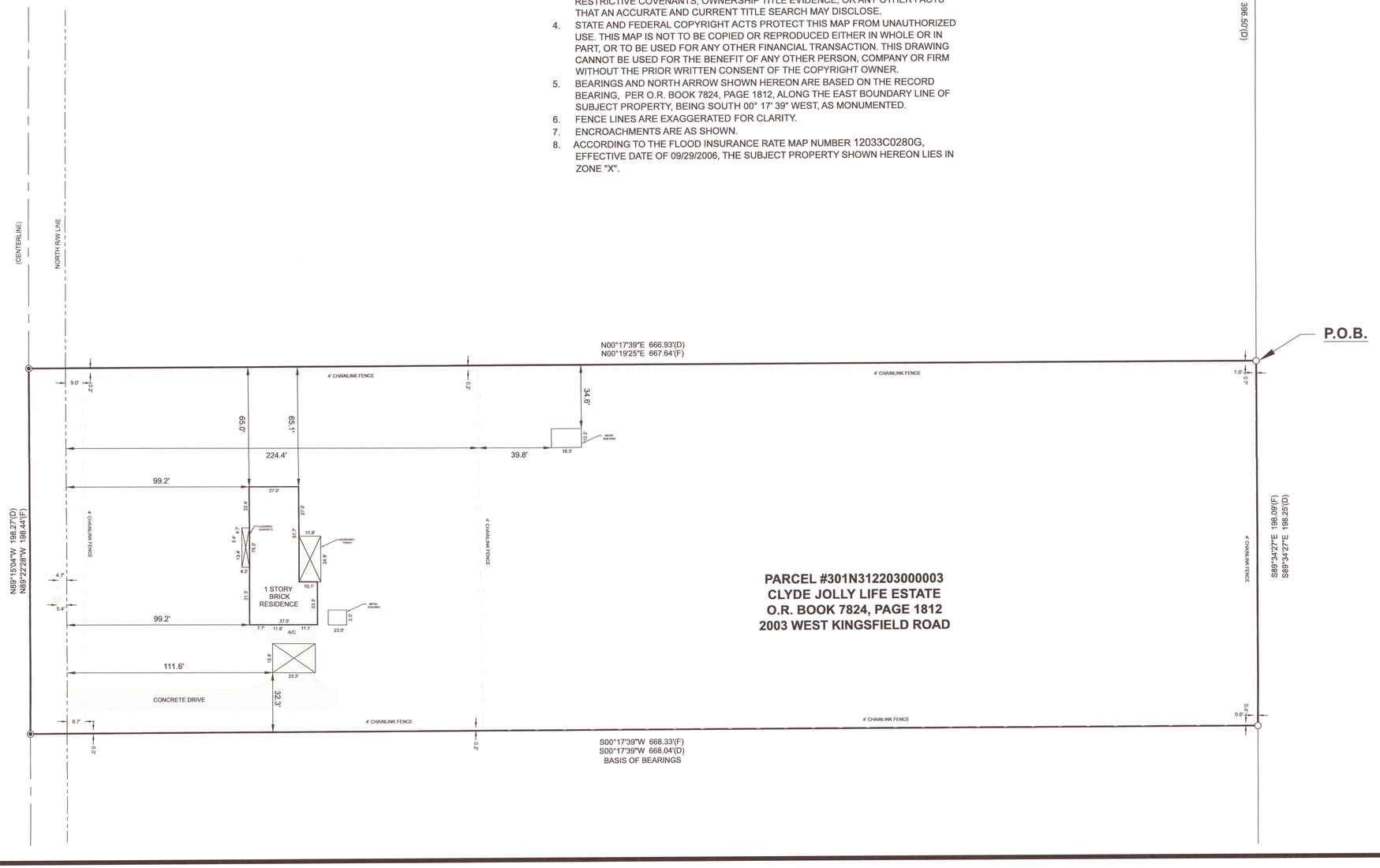
(IN FEET)
1 inch = 30 ft.

LEGAL DESCRIPTION: (AS PER O.R. BOOK 7824, PAGE 1812)

Commence at the Northwest corner of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence South 00 degrees 17 minutes 39 seconds West along the West line of said Section for a distance of 746.48 feet; thence South 89 degrees 34 minutes 27 seconds East for a distance of 396.80 feet to the Point of Beginning; thence continue South 89 degrees 34 minutes 27 seconds East for a distance of 198.25 feet; thence South O degrees 17 minutes 39 seconds West for a distance of 668.04 feet; thence North 89 degrees 15 minutes 04 seconds West for a distance of 198.27 feet; thence North O degrees 17 minutes 39 seconds East for a distance of 666.93 feet to the Point of Beginning. All lying and being in Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 11-13-2019.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS AND NORTH ARROW SHOWN HEREON ARE BASED ON THE RECORD BEARING, PER O.R. BOOK 7824, PAGE 1812, ALONG THE EAST BOUNDARY LINE OF SUBJECT PROPERTY, BEING SOUTH 00° 17' 39" WEST, AS MONUMENTED.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.
8. ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 12033C0280G, EFFECTIVE DATE OF 09/29/2006, THE SUBJECT PROPERTY SHOWN HEREON LIES IN ZONE "X".



DENOTES:

- ○ FOUND 1/2" PLAIN IRON ROD, (UNNUMBERED)
- ◉ FOUND NAIL AND DISK, (#2499)
- POWER METER
- UTILITY POLE
- WATER METER
- CABLE BOX

LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
A/C	AIR CONDITIONING

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Tony Justice 11-22-19

ANTHONY W. JUSTICE, FLORIDA REGISTRATION NO. 7195

COPYRIGHT 2019 BY ANTHONY W. JUSTICE, PSM

REVISIONS:

NO.	DATE	APPR.

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

A. JUSTICE
PROFESSIONAL SURVEYOR & MAPPER
LB #7195 STATE OF FLORIDA
291 WIREGRASS PLACE
CANTONMENT, FL 32533
PHONE: 850-736-5645

PROJECT NUMBER: 19327
DATE: 11-22-2019
FIELD BOOK: 1 PAGE: 328
FIELD DATE: 11-13-2019
FIELD CREW: AWJ, MGE
DRAWN BY: AWJ
CHECKED BY: BBJ

BOUNDARY SURVEY WITH IMPROVEMENTS

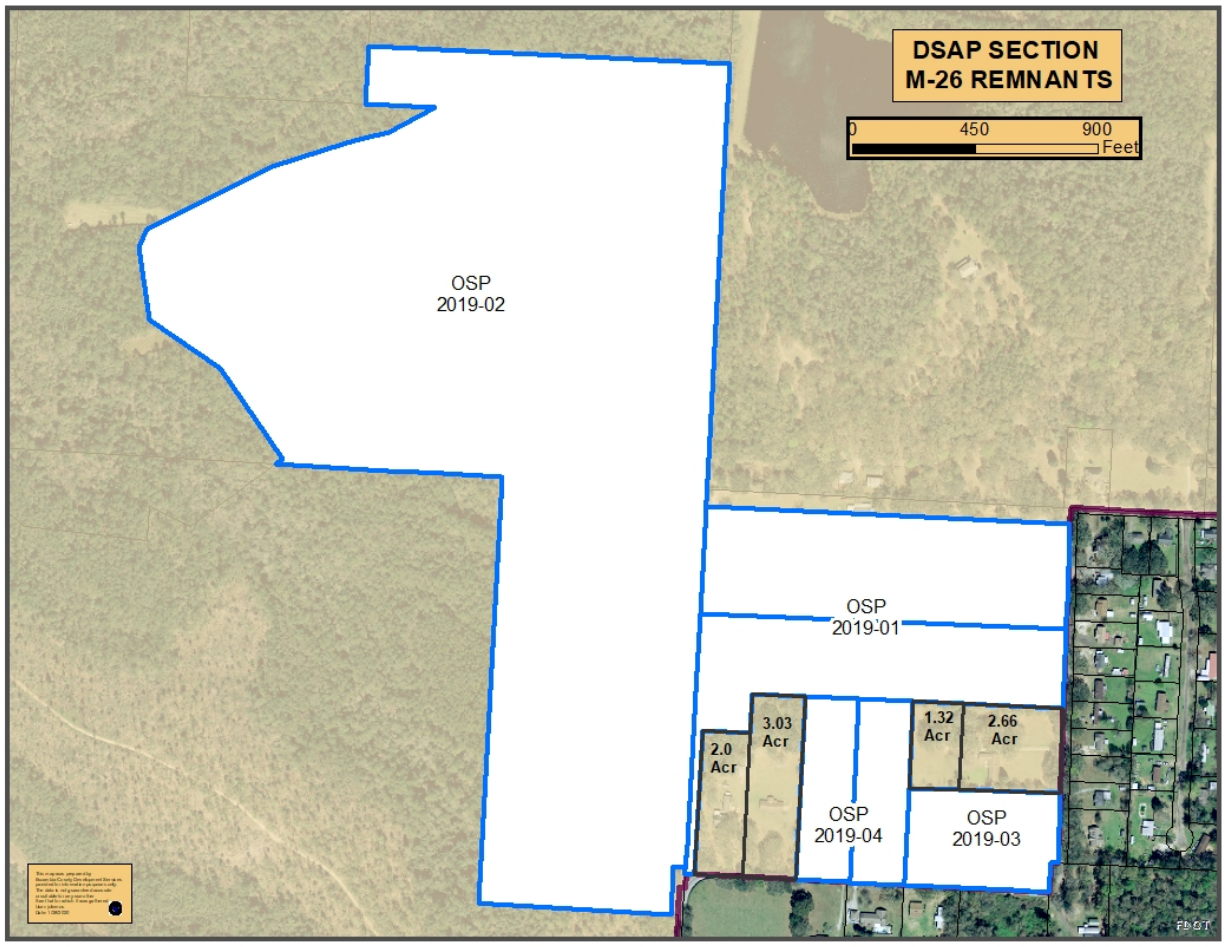
PARCEL #301N312203000003
CLYDE JOLLY LIFE ESTATE
O.R. BOOK 7824, PAGE 1812
A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST,
2003 WEST KINGSFIELD ROAD, ESCAMBIA COUNTY, FLORIDA

If approved, the requested removal of the parcels **would create a remnant area** in Section M-26 with 4 parcels remaining, that will be isolated from the rest of the DSAP:

Two parcels North of case OSP-2019-03, under single ownership, totaling 3.98 acres.

Two parcels West of case OSP-2019-04, under separate ownership; one with 3.03 acres and the other one with 2.0 acres.

All parcels appear to have single family residential development within.



Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name: OSP 2019-04

Location: 1955 W Kingsfield Rd & 2003 W Kingsfield Rd

Parcel #s: 30-1N-31-2203-000-002 & 30-1N-31-2203-000-003

Acreage: 5.99 (+/-) acres

Request: Opt-out of the Sector Plan and assign Future Land Use category

Current Zoning: Low Density Residential district (LDR)

Future Land Use Requested: Mixed Use Suburban (MU-S)

DSAP Land Use: Conservation Neighborhood

Applicant: Clyde and Cynthia Jolly, Owners

Meeting Dates: Planning Board: March 3, 2020

BCC: April 2, 2020

Site Description and Summary of Proposed Amendment:

The applicant is requesting to remove the parcels from the adopted Escambia County Mid-West Sector Plan (SP), Muscogee Detailed Specific Area Plan (DSAP). The subject parcels are located on the south-eastern perimeter boundary of the SP, off Kingsfield Road.

Based on the public records of Escambia County, the Escambia County Property Appraiser, there is a single-family residence on-site. The current underlying zoning for the parcel is LDR, with a maximum residential development allowance of **4 du/acre.**

The applicant is also requesting that the BOCC assigns a **Future Land Use (FLU) category of MU-S**. The applicant stated that there is no immediate proposed development for the sites.

The existing Land Use derived from the adopted DSAP Final Land Use Plan, Attachment A, identifies the parcel under the *Conservation Neighborhood* designation, with a maximum residential development allowance of 3 du/acre.

Standard Map Amendment Criteria

1. Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

A. Sanitary Sewer Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

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

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

C. Potable Water Service

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

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

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: Based on the applicant's analysis document there is no development proposed for the parcel at this time. Based on the public records of Escambia County, the water franchise is Farm Hills Utilities, Inc. Once a project is proposed and application submitted to the County, such proposal must identify the providers for sanitary sewer, waste disposal. Any residential development request will be reviewed and must receive approval thru the Site Plan Review process.

D. Stormwater Management.

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

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

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

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: There is no proposed development at this time, however, the applicant has acknowledged the requirements for stormwater management. The applicant

understands that separate requirements and permitting thru other state agencies such as the Northwest Florida Water Management District may be required. Once a development is proposed, the project will be reviewed and must receive approval thru the Site Plan Review process.

E. Traffic-Streets and Access.

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

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

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

Analysis: The application stated that there is no proposed development for the property at this time. Any future development proposed on this parcel will require formal submittal, review and approval thru the Site Plan Review process.

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Open space is a development principle in the Sector Plan. Open space plays an integral role in all neighborhoods, both as a recreation opportunity as well as organizing elements and focal points for the communities. There is no proposed development for these parcels, however in the future any development must go through the Development Review process and meet all standards for Recreation and Open Space.

G. Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County,*

the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.

Analysis: To maintain cooperative relationships with the School Board and municipalities and implement joint planning processes to coordinate land use planning with school facility planning. The Escambia County School District staff is part of the reviewing process for the County. Based on the public records of Escambia County, Kingsfield, Ransom and Tate are the servicing schools. Once a project is proposed and application submitted to the County, the plan must be reviewed and approved thru the Site Plan Review process.

2. Impact on Natural Resources

A. Wellheads.

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

Analysis: Based on the existing Geographical Information Systems layer, the subject parcel does not appear to be located in a wellhead protection area. The requirements for wellhead protection areas will again be addressed at the time of specific project submittal thru the Development Review process; further permitting from outside agencies may be required.

B. Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant did not provide any documentation of a request made to or response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded resources within the parcel. Development of the site remains subject to LDC provisions in Chapter 4, Article 6, Historical and Archeological Resources, requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed. Once a project is proposed and application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

C. Natural Environment.

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

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP CON 1.5.4 Extraction and Reclamation Review. *Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: A general delineation of existing wetlands was part of the original design of the Sector Plan addressed in the Mid-West Escambia Sector Plan, DSAP document, Section **5.02 Ecological Communities.** Once a project is proposed and application submitted to the County, such proposal will be reviewed and must receive approval thru the Site Plan Review process.

3. <u>Comprehensive Plan requirements for changes to an existing DSAP.</u>

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP describes the Comprehensive Plan requirements for changing the DSAP.

Changes to an Existing DSAP

Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines

outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis of impacts- Components of the SP include aspects such as community design, environmental analysis, transportation guidance and economic development principles. The Final Land Use map, (Figure 2.01.A) (Attachment A), identifies the overall boundaries of the SP, the distribution, extent and location of land uses. The Land Use Plan and Development Program provide specific growth data with development program calculations and assigning permissible densities and intensities for the various uses. The type of development (land use plan), and corresponding densities were assigned based on the proportionate share of the overall SP.

Section 2.02 Development Program of the SP illustrates the development calculations by individual DSAP allowances. The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres. Both of the branches are clearly identified in Figure 2.01.A. (Attachment A).

The parcels are in the Southeast area of the Muscogee DSAP, accessible via Kingsfield Road. General analysis of the surrounding area under the DSAP Land Use Plan assigns predominantly low-level residential uses, Conservation Neighborhood, as the primary categories. If approved, the requested removal of the parcels **would create a remnant area** in Section M-26 with 4 parcels that will be isolated from the rest of the DSAP.

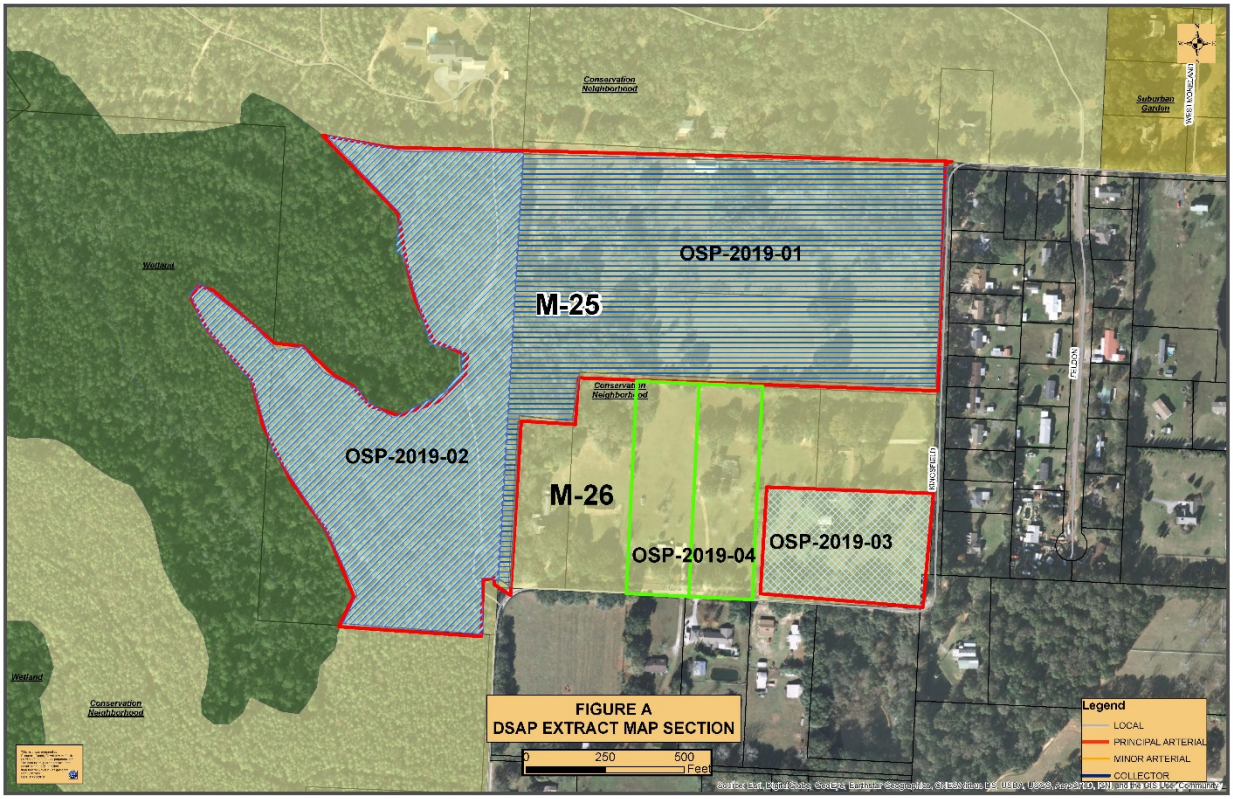
4. The parcel size in relation to the individual DSAP Land Use category and in relation to the overall Sector Plan and the aggregate acreage of any granted Opting-Outs.

The applicant's parcels, approximately 5.99 +/- acres, are located within the Muscogee Branch DSAP and are specifically identified in the Land Use map, Figure 2.01.A, under section **M-26**.

Based on staff's calculations, utilizing data from Section 2.02 of the DSAP document, the total developable acreage in the entire Sector Plan is 8,611.80 acres; the applicant's parcel represents **0.07%** of that existing developable acreage.

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Muscogee DSAP** under the Conservation Neighborhood Land Use is 1,289.90 acres. Removal of the applicant's +/- 5.99 acres will result in a decrease of 0.46**%.**

The developable acreage for this specific section, is listed under the development program calculations table, (page 36 of the DSAP), as a combined 60.8 total developable acres, shared by ten parcels included in the M-26 section.



(FIGURE A)

The specific Muscogee DSAP Land Use for parcels in section M-26 is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

M-26 section total development acreage 60.8 acres-
-low density x (0.1) yielding a total density of 6 dwelling units
-medium density x (1) yielding a total density of 60 dwelling units
-high density x (3) yielding a total density of 182 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

M-26 section
a. the applicant's parcel area represents 9.85% of the total developable area for this Section.
b. removal of the applicant's +/-5.99 acres from the total developable acreage for section M-26, will result in a reduction of 17.97 total dwelling units under the high-density allocation.

This is the **fifth Opt-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **125.10**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to- employed residents' ratio of **1.18**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.20.**

In order to maintain the cohesiveness of the SP, while at the same time fostering innovative planning and development strategies, County staff will continue to assess each request within the SP, on case by case basis, providing continuous analysis of the impact of each proposal on the Sector Plan.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2019-04 2003 W. Kingsfield Road, agenda item for the Planning Board meeting. Please see the below comments.

The property in question has frontage on (CR 186) W. Kingfield Road. W. Kingsfield Road is a two-lane undivided facility without paved shoulders. The approximate pavement width for this segment of the roadway is 18 feet, with right-of-way at 30 feet. The posted speed is 35 MPH.

The County has an active project in design "Kingsfield Road Extension Project" that will reconstruct the existing roadway from Hwy 97 west to the first 90-degree curve, as well as construct a new 2-lane roadway further west to connect to the eventual Beulah Interchange Connector Project. The County is currently nearing 60% design, and in the right-of-way phase. Construction phase will follow design and right-of-way phases, once the necessary funding has been identified. The new extension roadway will run east to west through the subject property (see attached map), and the County is currently in communications with the property owners about the right-of-way needed to accommodate the new roadway.

Per the TPO's Congestion Management Process Plan, this section of Kingsfield Road does not have a formal roadway classification; however, the County considers its function as a local collector roadway. The County performed traffic counts on this portion of W. Kingsfield Road in 2017. The daily volume was recorded as 641 near

Beulah Road and 1,168 just west of Highway 97. This segment of the roadway is functioning within its allowable capacity.

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

6. The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).
(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.
(b) Permitted uses. Permitted uses within the LDR district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.
c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services.
(4) Public and civic.
a. Cemeteries, family only.
b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.
(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture.

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.

The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre.

7. The consistency of any requested Future Land Use designation with the underlying zoning.

The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

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

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%
In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation.

Prior to adoption of the DSAP, the FLU designation for this parcel was **MU-6, Area 4**.

9. Analysis to consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption.

Prior to the adoption of the Mid-West Escambia Sector Plan, the parcel was zoned Village Rural Residential, VR-2 with a FLU of MU-6, Area 4. Based on historical data, under the Chapter 7 of the 2020 Comprehensive Plan, Policy 7.A.4.7: Future Land Use Categories (Densities and Intensities), f. (6) MU-6, the average density for residential uses would have been **limited to .50 du/acre**.

Based on that existing data, **the residential development rights** for the parcel were in-fact **increased** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which has a designated residential development maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated by the Development Review Committee, utilizing the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan. Attachment B.

If approved, the parcel will be assigned a FLU of MU-S, as requested. Attachment C.

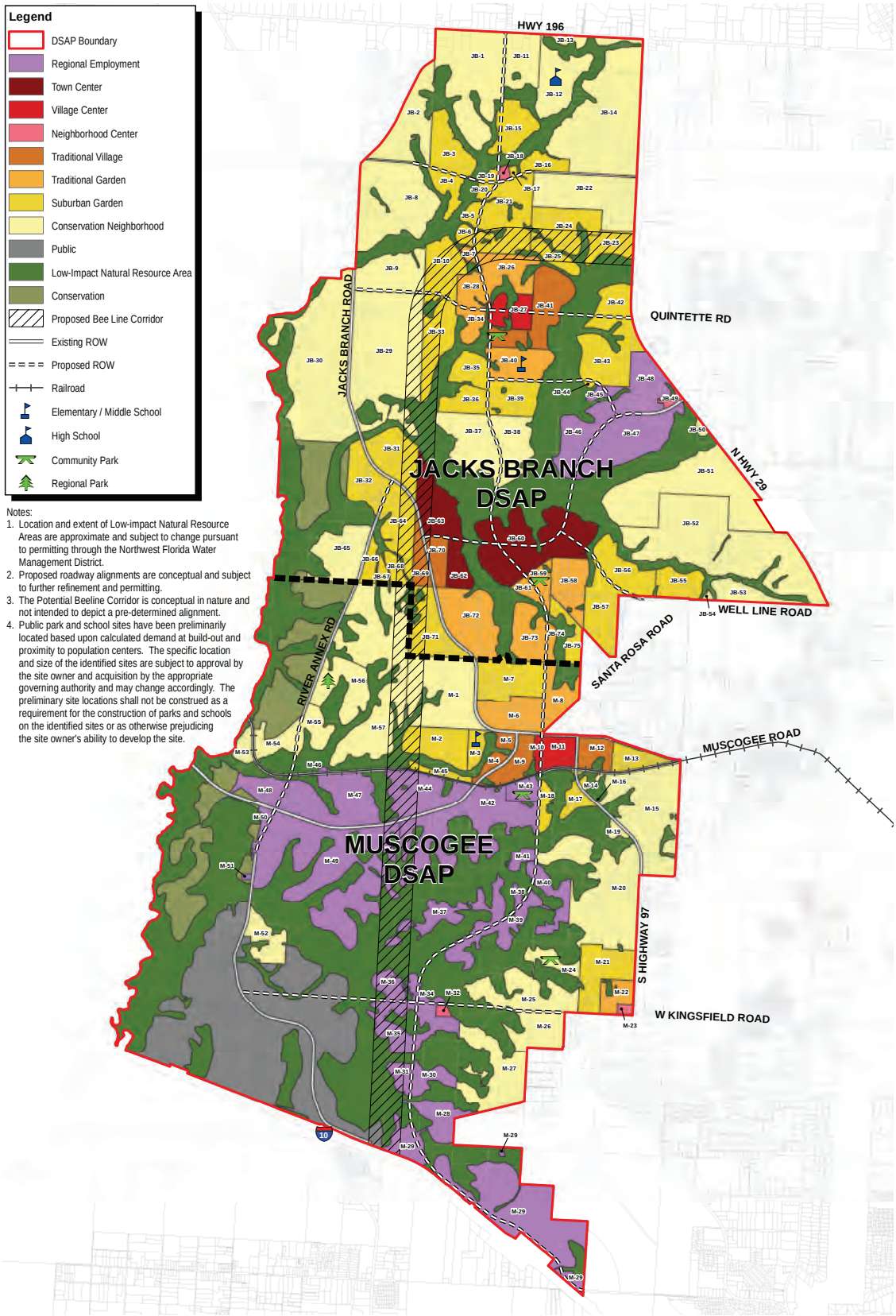


Figure 2.01.A Final Land Use Plan

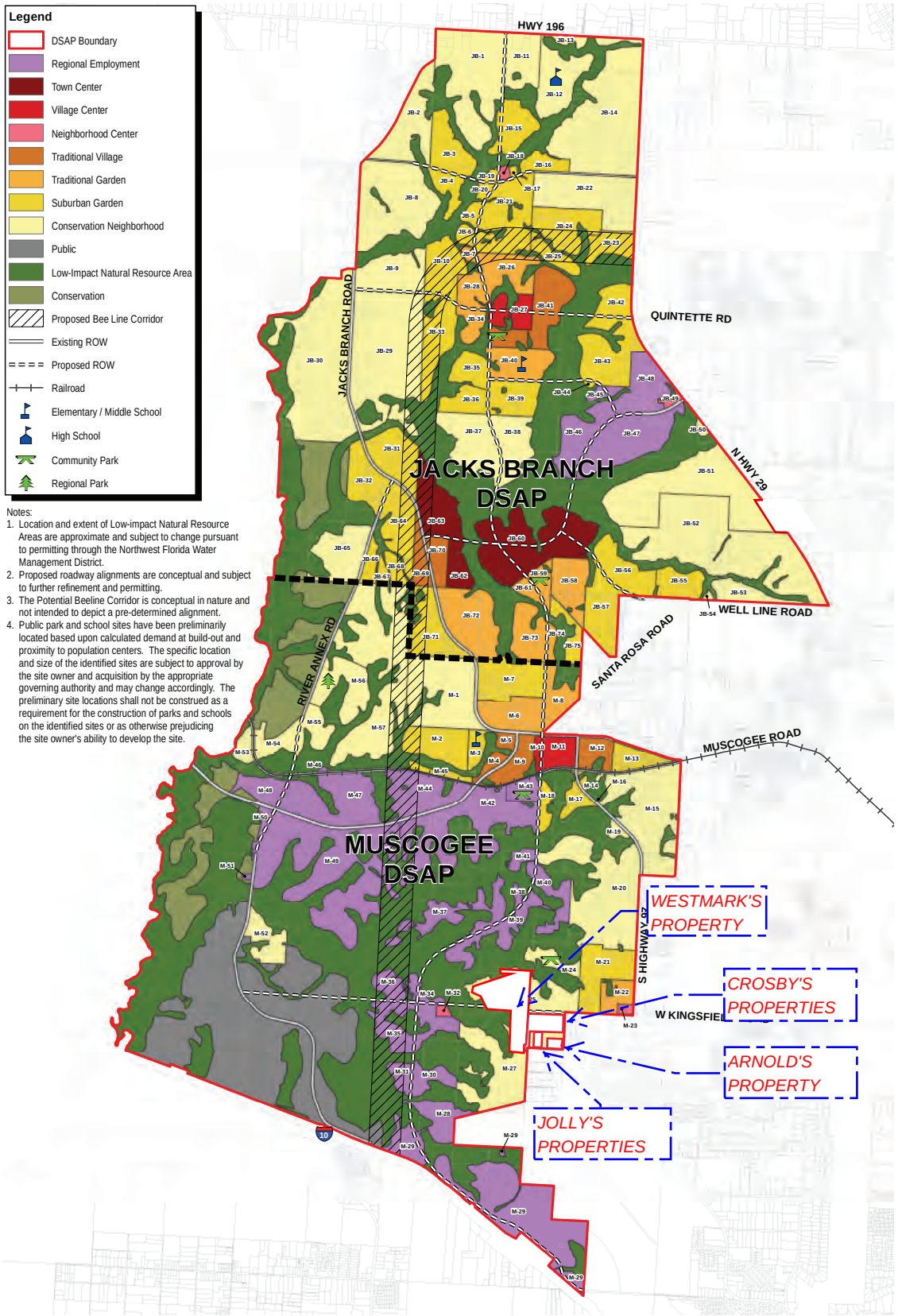
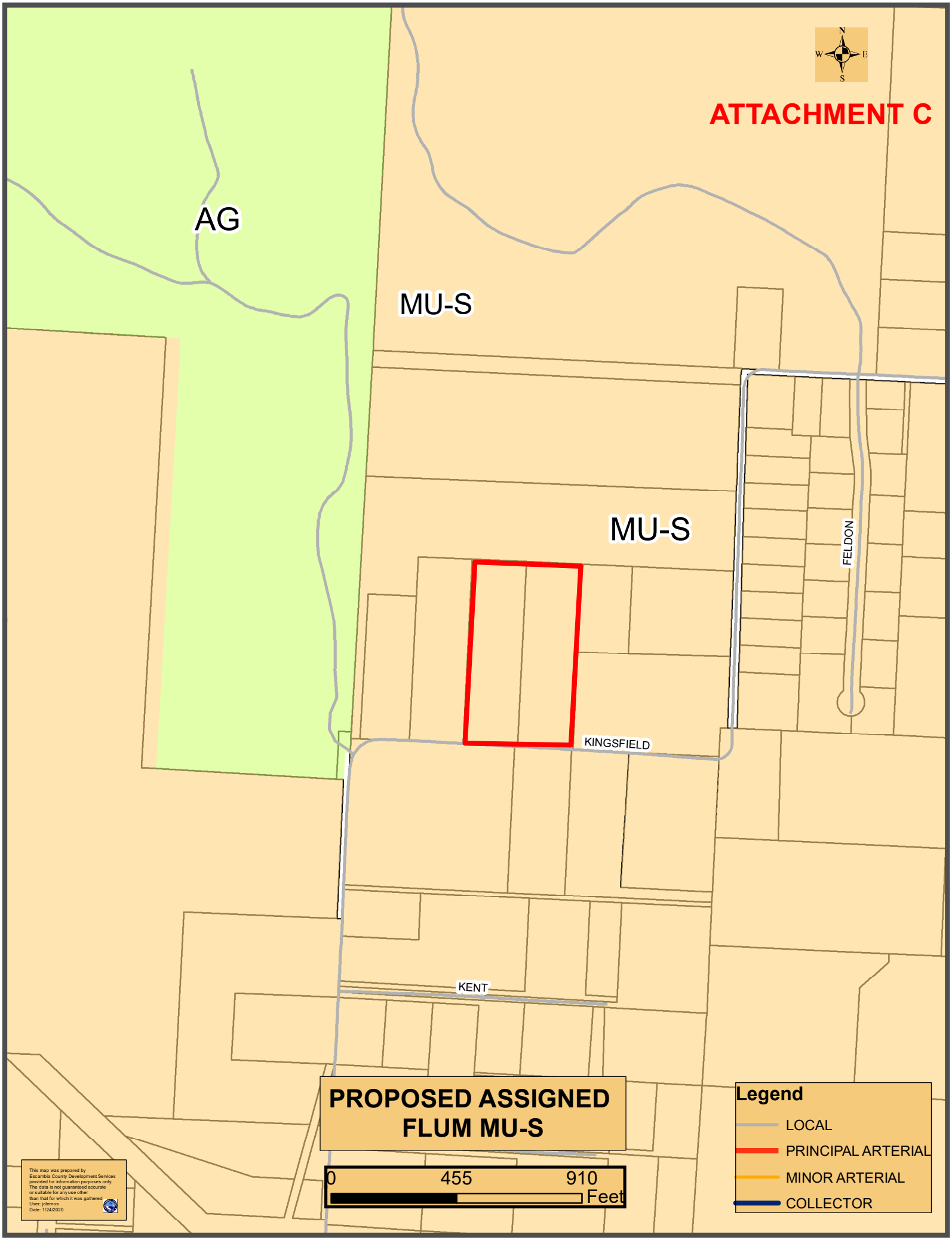


Figure 2.01.A Final Land Use Plan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This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: jclemos Date: 1/24/2020

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING TWO PARCELS WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-000-003 TOTALING 3.04 (+/-) ACRES AND PARCEL NUMBER 2203-000-002 TOTALING 2.95 (+/-) ACRES, LOCATED ON KINGSFIELD ROAD, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO TWO PARCELS WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2203-000-003 TOTALING 3.04 (+/-) ACRES AND PARCEL NUMBER 2203-000-002 TOTALING 2.95 (+/-) ACRES, OF MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-04."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A), as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcels:

> Two parcels within Section 30, Township 1N, Range 31W, parcel number 2203-000-003 totaling 3.04 (+/-) acres, and parcel number 2203-000-002 totaling 2.95 (+/-) acres, both located on Kingsfield Road.

The amended Final Land Use Plan Map boundary is reflected in Attachment “B.”

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2019-04."

Section 5. Changes to the 2030 Future Land Use Map

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

> Two parcels within Section 30, Township 1N, Range 31W, parcel number 2203-000-003 totaling 3.04 (+/-) acres, and parcel number 2203-000-002 totaling 2.95 (+/-) acres, both located on Kingsfield Road., included as Attachment C, **assigning a FLU of Mixed-Use Suburban (MU-S).**

Section 6. Severability

DRAFT

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

Section 7. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

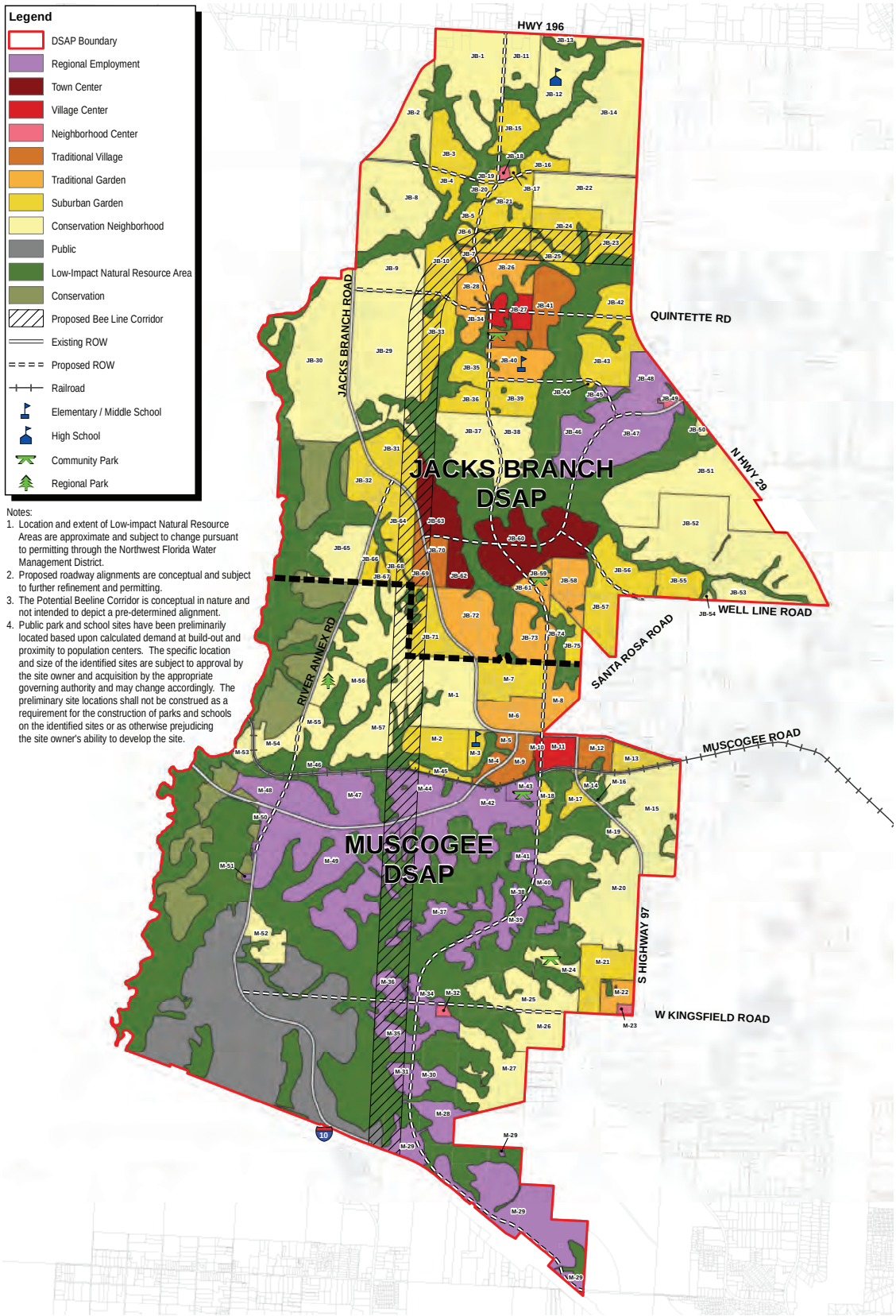


Figure 2.01.A Final Land Use Plan

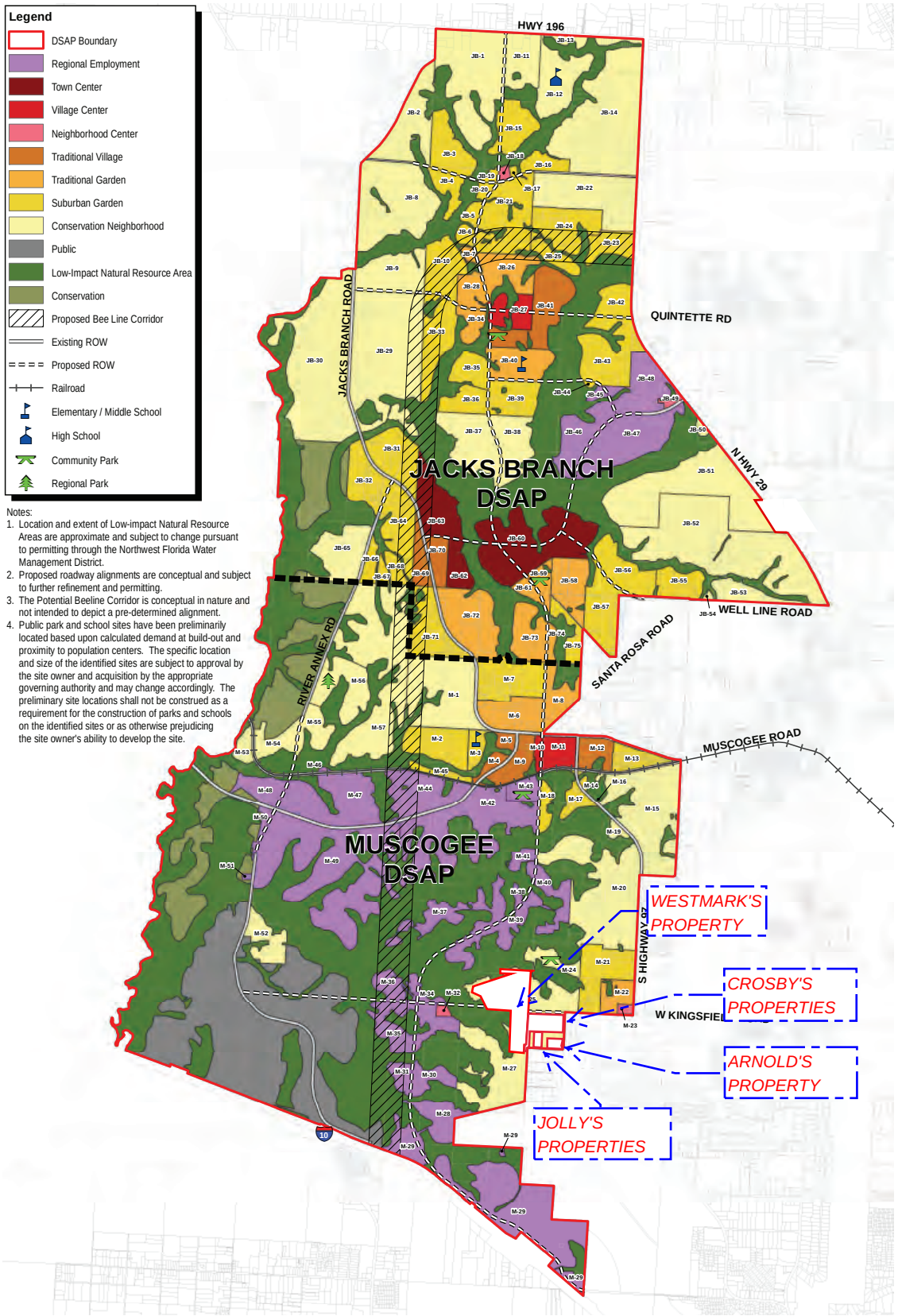
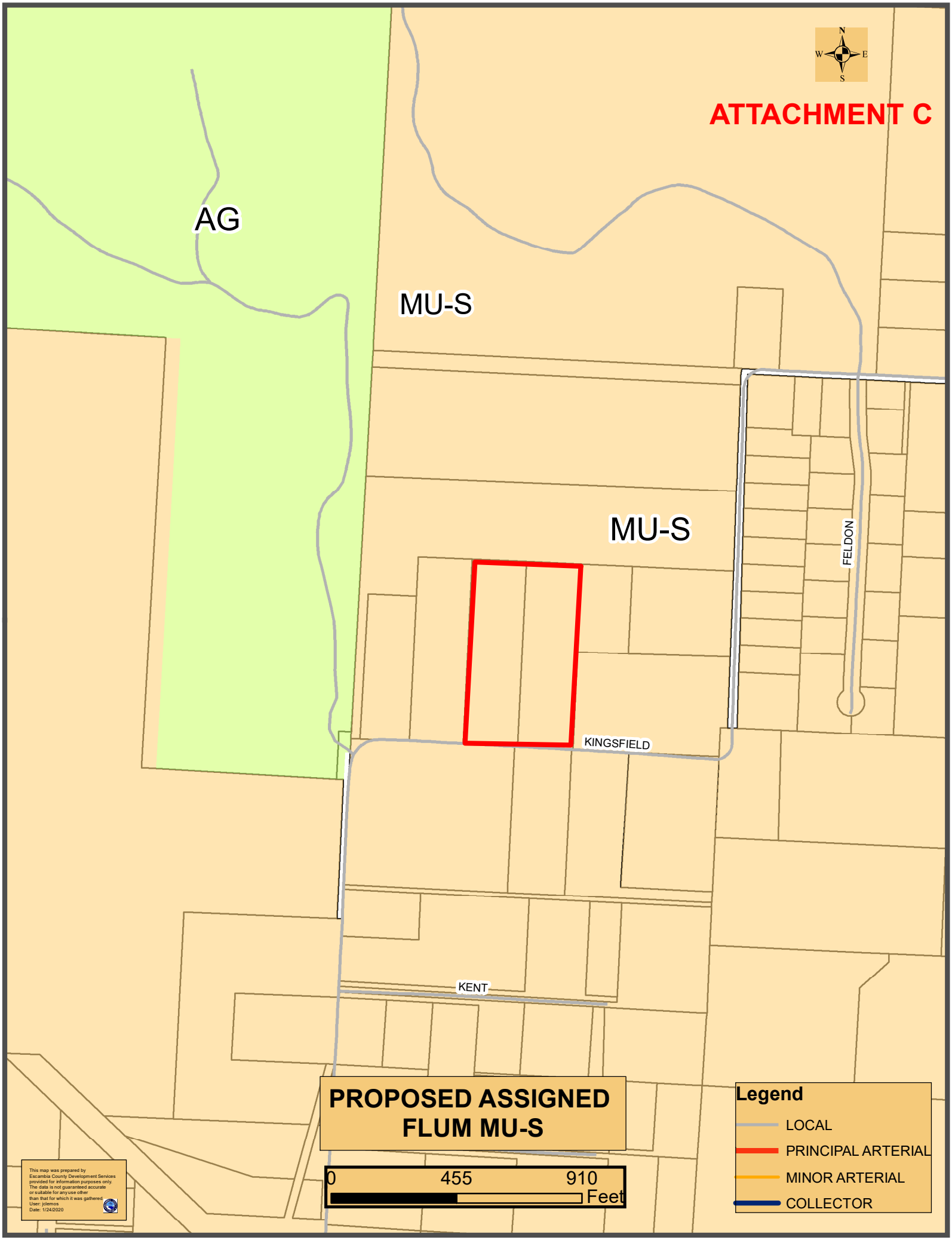


Figure 2.01.A Final Land Use Plan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This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: jclemos Date: 1/24/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17609 **Growth Management Report 14. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/05/2020
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - LSA-2020-01

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, changing the Future Land Use category of a parcel, which is located within Section 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

This hearing serves as the first of two public hearings.

BACKGROUND:

An application submitted requesting the change of Future Land Use designation for a 26.76 (+/-) acre parcel in the 2700 BLK of Blue Angel Parkway from Commercial (C) to Mixed-Use Urban (MU-U).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Future Land Use Map (FLUM), will be filed with the Department of State following adoption by the board.

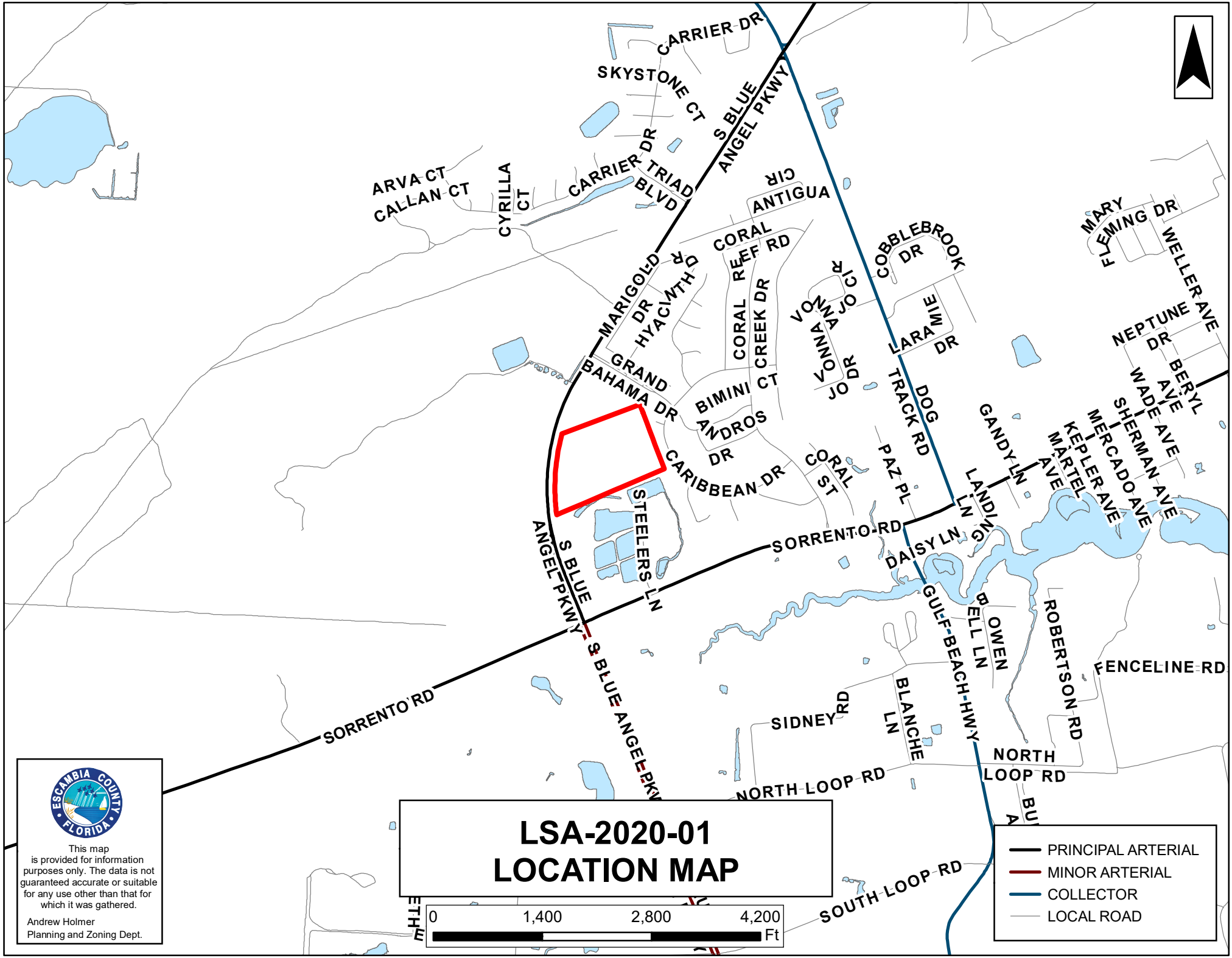
Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Working Case File
Staff Analysis
Draft Ordinance

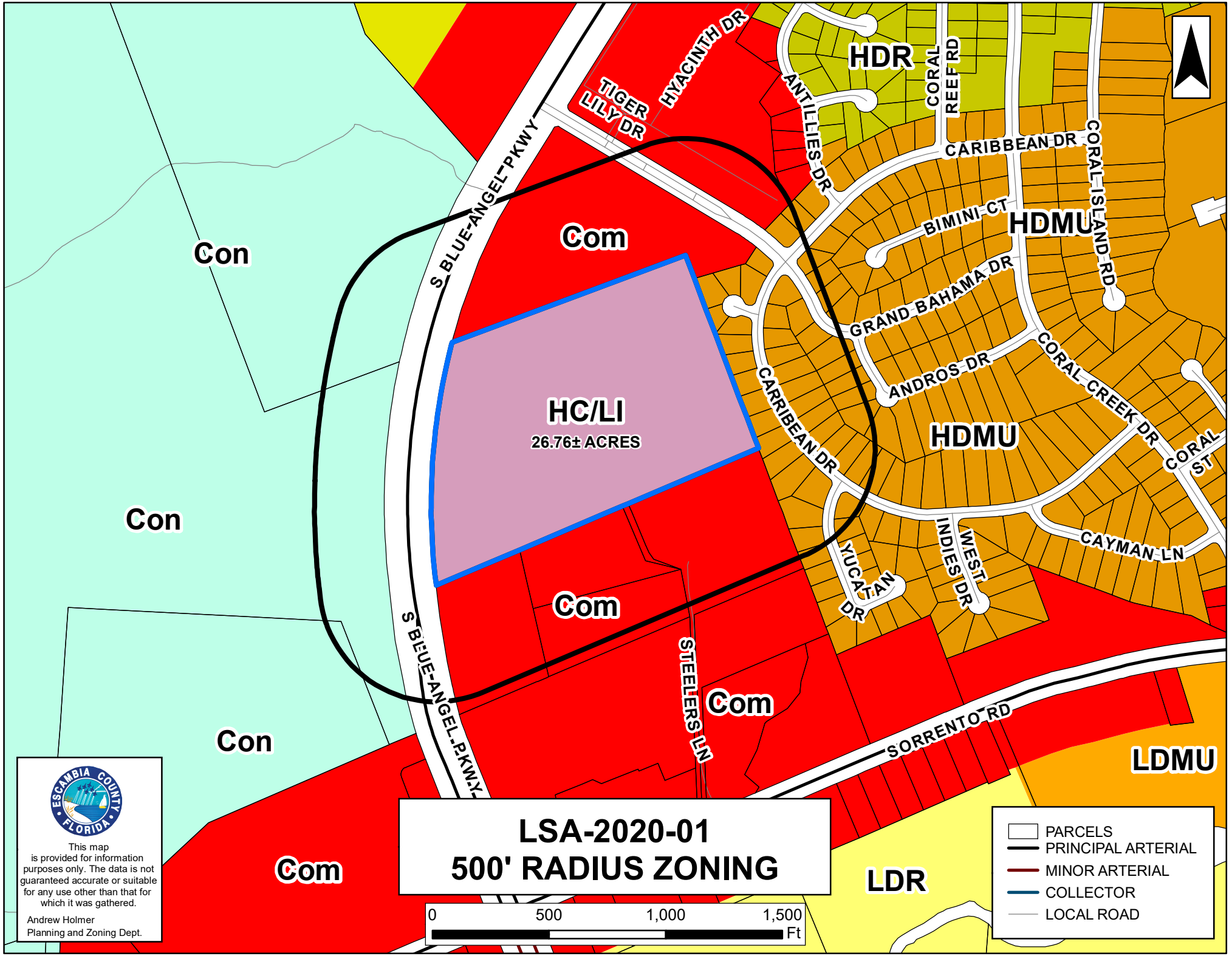
LSA-2020-01



LSA-2020-01
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.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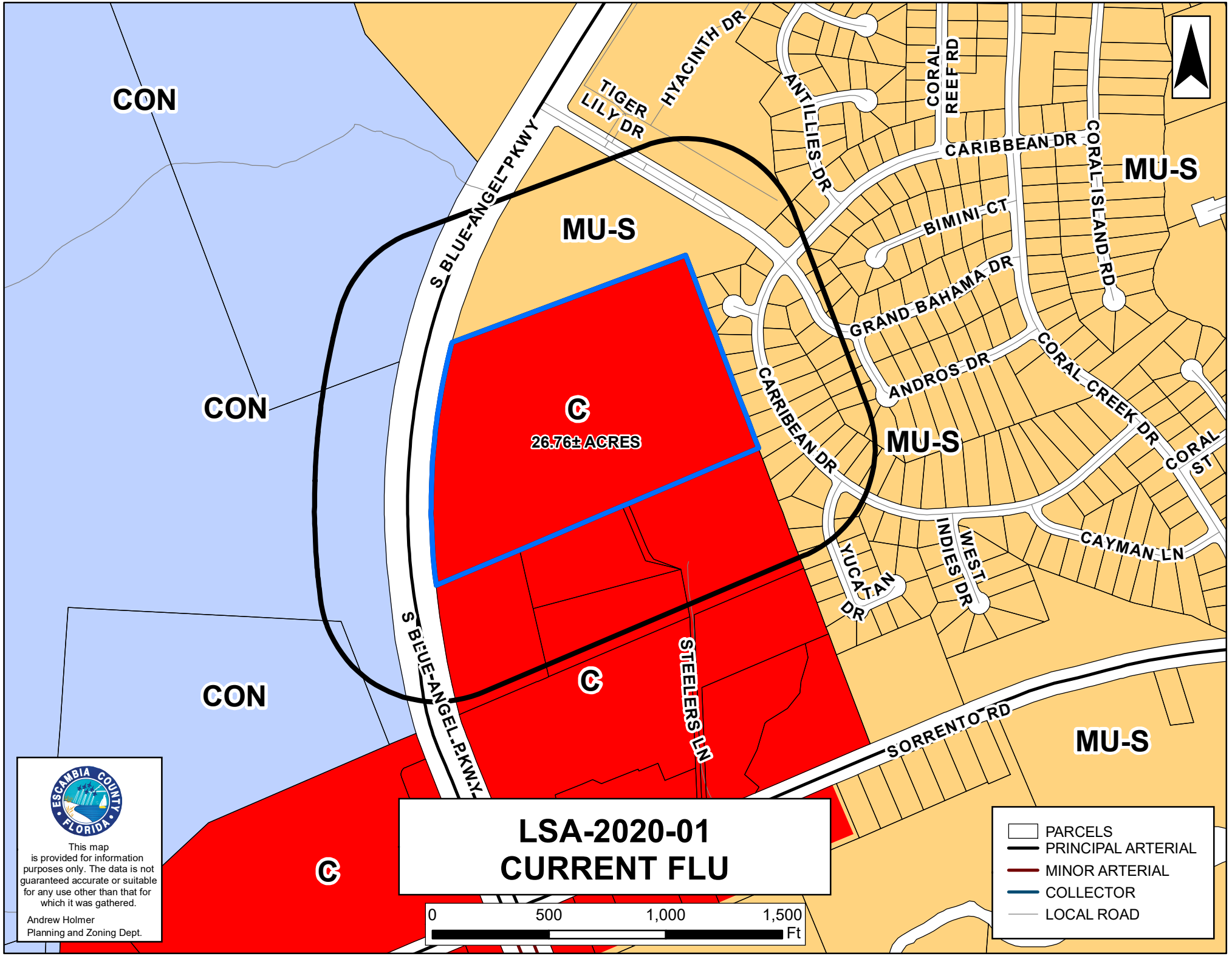
Andrew Holmer
Planning and Zoning Dept.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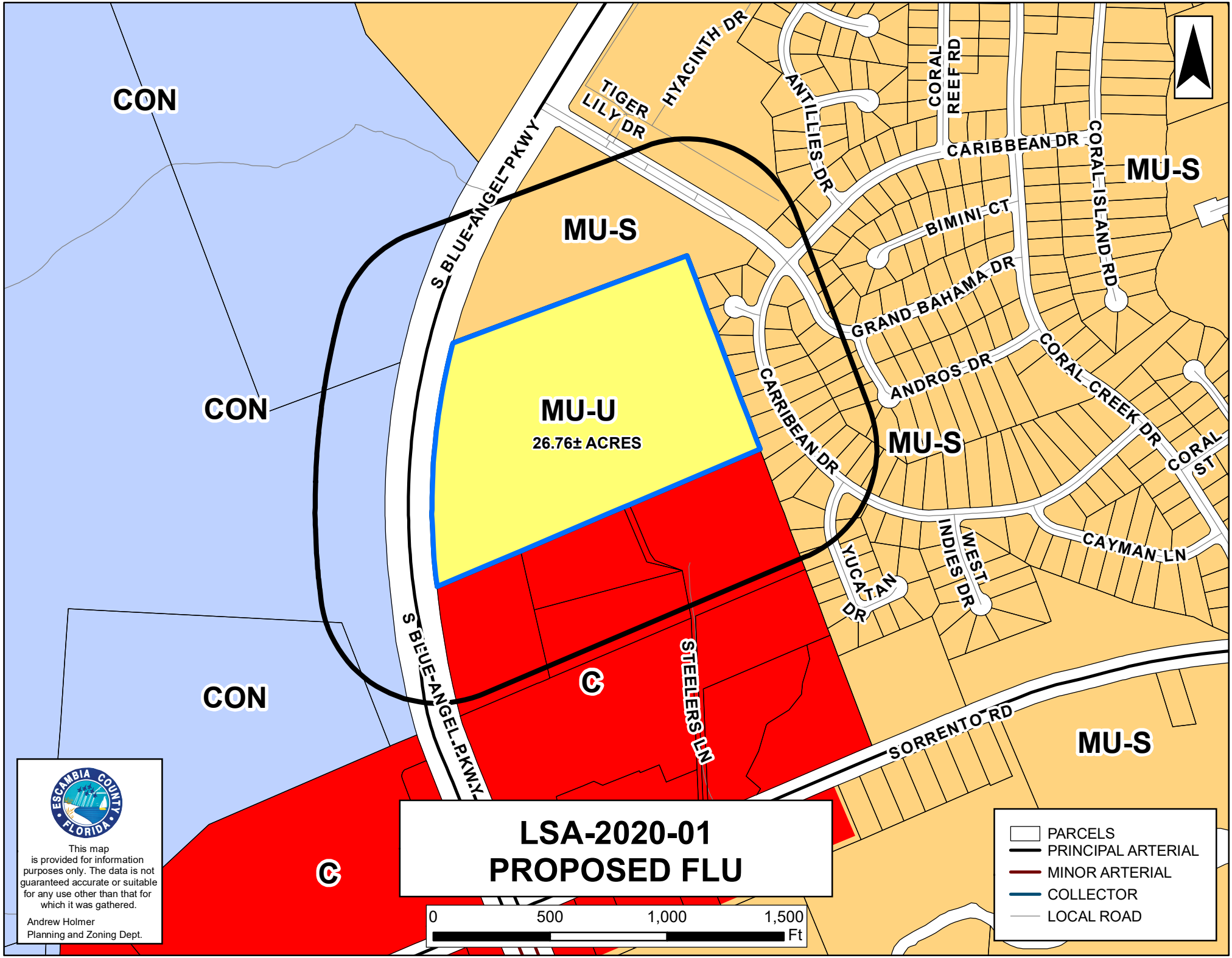
Planning and Zoning Dept.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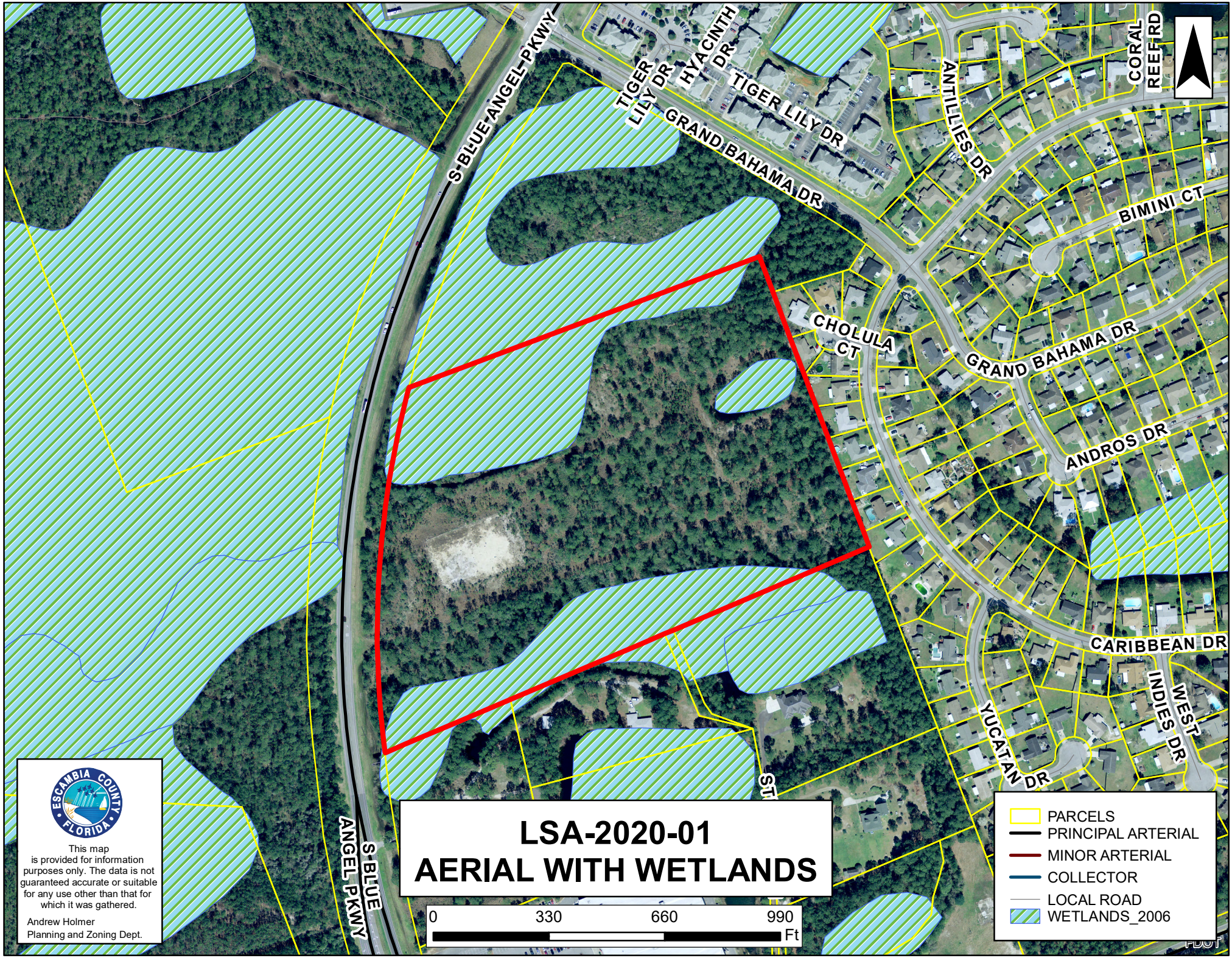
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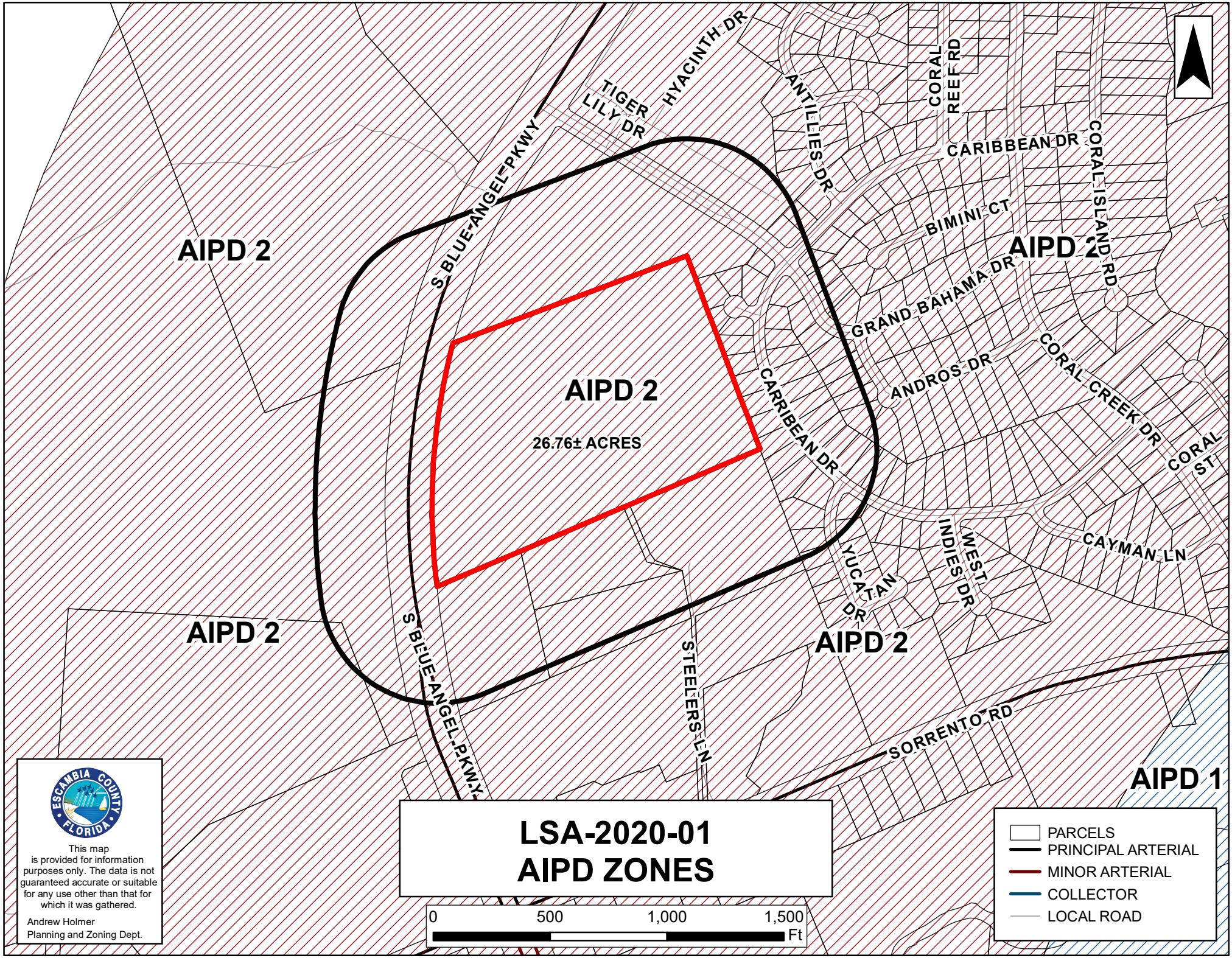
Andrew Holmer
Planning and Zoning Dept.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Andrew Holmer
Planning and Zoning Dept.

Notice of
Public Hearing
Sign



Looking South



Looking West across
Blue Angel Pkwy



Looking North



FOUNTAIN
SCHULTZ &
BRIDGFORD
PLLC
ATTORNEYS AT LAW

KENNETH R. FOUNTAIN | KERRY ANNE SCHULTZ | SCOTT C. BRIDGFORD

December 19, 2019

VIA HAND DELIVERY
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

RE: Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust
Subject Parcel: 05-3S-31-1500-000-000
Future Land Use Map Amendment Application

Dear Sir or Madam:

I represent Southland Contracting, Inc., the purchaser of the above-referenced property. Please direct all future correspondence to me. In support of the Future Land Use Map Amendment Application, please be advised of the following:

(1) Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust. Enclosed is a copy of the Escambia County Property Appraiser information to verify proof of ownership and the current Warranty Deed showing the owner of record. Enclosed also is a copy of the Edwards K. Edwards Revocable Trust.
(2) The applicant requests to amend the Future Land Use Map from Commercial (Com) to Mixed-Use Urban (MU-U) for the purpose of developing an apartment complex with approximately 312 units.
(3) Enclosed is a copy of the Street Map depicting the general property location.
(4) Enclosed is the legal description of the exact property area proposed for a future land use map amendment, including (a) street address; (b) property reference number; (c) boundary survey; (d) total acreage requested for amendment.
(5) Enclosed is a check in the amount of $2,969.00 for the application fee.
(6) Enclosed is a complete Data and Analysis.
(7) Enclosed is a copy of the Survey.

2045 FOUNTAIN PROFESSIONAL CT., STE. A | NAVARRE, FLORIDA 32566
(850) 939-3535 | (850) 939-3539 *fax*

SANTA ROSA BEACH
(850) 622-2700 | (850) 622-2722 *fax*

FOUNTAINLAW.COM

Should you have any questions, please do not hesitate to contact my office. Thank you for your consideration.

Sincerely,
Fountain, Schultz & Bridgford, P.L.L.C.

Kerry Anne Schultz, Esq.

Enclosures as stated

FOUNTAIN
SCHULTZ
BRIDGFORD
PLLC
ATTORNEYS AT LAW

KENNETH R. FOUNTAIN | KERRY ANNE SCHULTZ | SCOTT C. BRIDGFORD

Thursday, January 30, 2020

VIA REGULAR MAIL
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

RE: Owner: Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of the Edward K. Edwards Revocable Trust
Subject Parcel: 05-3S-31-1500-000-000
Future Land Use Map Amendment Application

Dear Sir or Madam:

Scott Bridgford, an attorney with our law firm, will be attending the Future Land Use Amendment Application hearing on Tuesday, February 4, 2020, in my absence. The owners of the property acknowledge Mr. Bridgford's substitution for me at the hearing.

Sincerely,

Kerry Anne Schultz, Esq.

ACKNOWLEDGEMENT

We, Thomas M. Bizzell and Martin S. Sharron, as Successor Trustees of The Edward K. Edwards Revocable Trust, hereby agree to Scott Bridgford's attendance at the Future Land Use Amendment Application hearing on Tuesday, February 4, 2020, in Kerry Anne Schultz's absence.

Thomas M. Bizzell, as Successor Trustees of
the Edward K. Edwards Revocable Trust

Martin S. Sharron, as Successor Trustees of
the Edward K. Edwards Revocable Trust

2045 FOUNTAIN PROFESSIONAL CT., STE. A | NAVARRE, FLORIDA 32566
(850) 939-3535 | (850) 939-3539 *fax*

SANTA ROSA BEACH
(850) 622-2700 | (850) 622-2722 *fax*

FOUNTAINLAW.COM

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Notarized Affidavit of Ownership and Authorization (form herein)
4. ✓ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ✓ Concurrency Determination Acknowledgement (form herein)
6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. _____ Street Map depicting general property location
8. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
9. ✓ Land Use Map Amendment Application fee
10. ✓ Complete Data and Analysis (See applicable page herein)

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT ✓

Current FLU: Com **Desired FLU:** MU-U **Zoning:** HC/LI **Taken by:** A. Lindsay

Planning Board Public Hearing, date(s): Feb 4, 2020

BCC Public Hearing, proposed date(s): TBD

Fees Paid 2,969.50 **Receipt #** _____ **Date:** 12/20/2019

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

Name: Thomas M. Bizzell & Martin S. Sharron, Successor Co-Trustees for Edward K. Edwards Revocable

Address: 3250 West Navy Boulevard

City: Pensacola State: Florida Zip Code: 32505

Telephone: 850-434-5574

Email: tombizzell@cpabizzness.com

DESCRIPTION OF PROPERTY:

Street address: 2700 Blk Blue Angel Parkway, Pensacola, Florida 32506

Subdivision:

Property reference number: 053S31150000000

Section: 05 Township: 3 South Range: 31 West

See Exhibit "A" attached hereto for the full description

Size of Property (acres): Approximately 27.7 acres

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

Thomas M. Bizzell — Thomas M. Bizzell TTE 12/18/2019
Signature (Property Owner) — Printed Name Martins Sherwin TTE Date 12/18/19

Kerry Anne Schultz 12/18/19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 2045 Fountain Proffesional Ct. Ste. A

City: Navarre State: FL Zip: 32566

Telephone (850) 939 - 3535 Fax # (850) 939 - 3539

Email: kaschultz@fountainlaw.com

STATE OF FL
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 18th day of Dec., year of 2019 by, Thomas Bizzell & Martins Sherwin who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Carol J. Miller
Signature of Notary Public Date Printed Name of Notary
My Commission Expires Commission No.
(Notary seal must be affixed)

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: The Preserve at Perdido

Property reference #: Section 05 Township 35 Range 31

Parcel # 150000000

Project Address: 2700 Blk Blue Angel Pkwy - Pensacola FL 32506

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF Dec, 2019

Thomas M. Bizzell — Thomas M. Bizzell
Owner's signature — **Owner's name (print)** Mark S. Sherman TTEE

Kerry Anne Schultz
Agent's signature — **Agent's name (print)**

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2700 BLK BLUE ANGEL Pkwy, Pensacola FL 32506 Pensacola, Florida, Property Reference Number(s) 05 3S 31 15 00000000, I hereby designate Kerry Anne Schultz, Esquire for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 13th day of December, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Martin S Sharron TTE 12/18/19 Martin S Sharron

Thomas M. Bizzell TTE 12/18/2019 Thomas M. Bizzell

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF FL

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18 day of Dec, year of 2019, by Thomas Bizzell + Martin Sharron who ( ) did ( ) did not take an oath.

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

Carol J Miller 12/18/19

Signature of Notary Public Date Printed Name of Notary Public

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

Thomas M. Bizzell Thomas M. Bizzell Tte. 12/18/2019
Signature (Property Owner) Printed Name Martins. Sherman TTE Date 12/18/19

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

Address:

City: State: Zip:

Telephone ( ) - Fax # ( ) -

Email:

STATE OF FL
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 18th day of Dec.,
year of 2019 by, Thomas Bizzell & Martin Sherman who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current as identification.

Carol J. Miller
Signature of Notary Public Date Printed Name of Notary
My Commission Expires Commission No:
(Notary seal must be affixed)

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2022
Comm. No. GG261125

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: The Preserve at Perdido

Property reference #: Section 05 Township 3S Range 31

Parcel # 150000000

Project Address: 2700 Blue Angel Pkwy - Pensacola FL 32506

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 **DAY OF** DEC, 20 19

Thomas M. Bizzell — Thomas M. Bizzell
Owner's signature — **Owner's name (print)** Martha S. Shannon TTE

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

TITLE SEARCH REPORT
Exhibit A

Fund File Number: 817915

Commencing at the intersection of the Northerly Right of Way line of Gulf Beach Highway (State Road 292) and the Westerly Right of Way line of Dog Track Road (State Road 297); thence North 23 degrees 39 minutes West along the aforesaid Westerly Right of Way line of Dog Track Road a distance of 2824.07 feet to the Point of Beginning of this description; thence continuing North 23 degrees 39 minutes West a distance of 957.10; thence South 66 degrees 00 minutes West a distance of 3611.37 feet to an intersection with the boundary of that certain parcel of land described in Record Book 489 at Page 222 of the Public Records of Escambia County, Florida, and Deeded to Escambia Christian School, Inc., thence South 24 degrees 00 minutes East along the boundary of the aforementioned Escambia Christian School, Inc. property a distance of 941.18 feet; thence North 66 degrees 21 minutes East a distance of 2605.57 feet to the Point of Beginning of the description , said parcel containing 57 acres more or less, the above described parcel being more particularly described as:

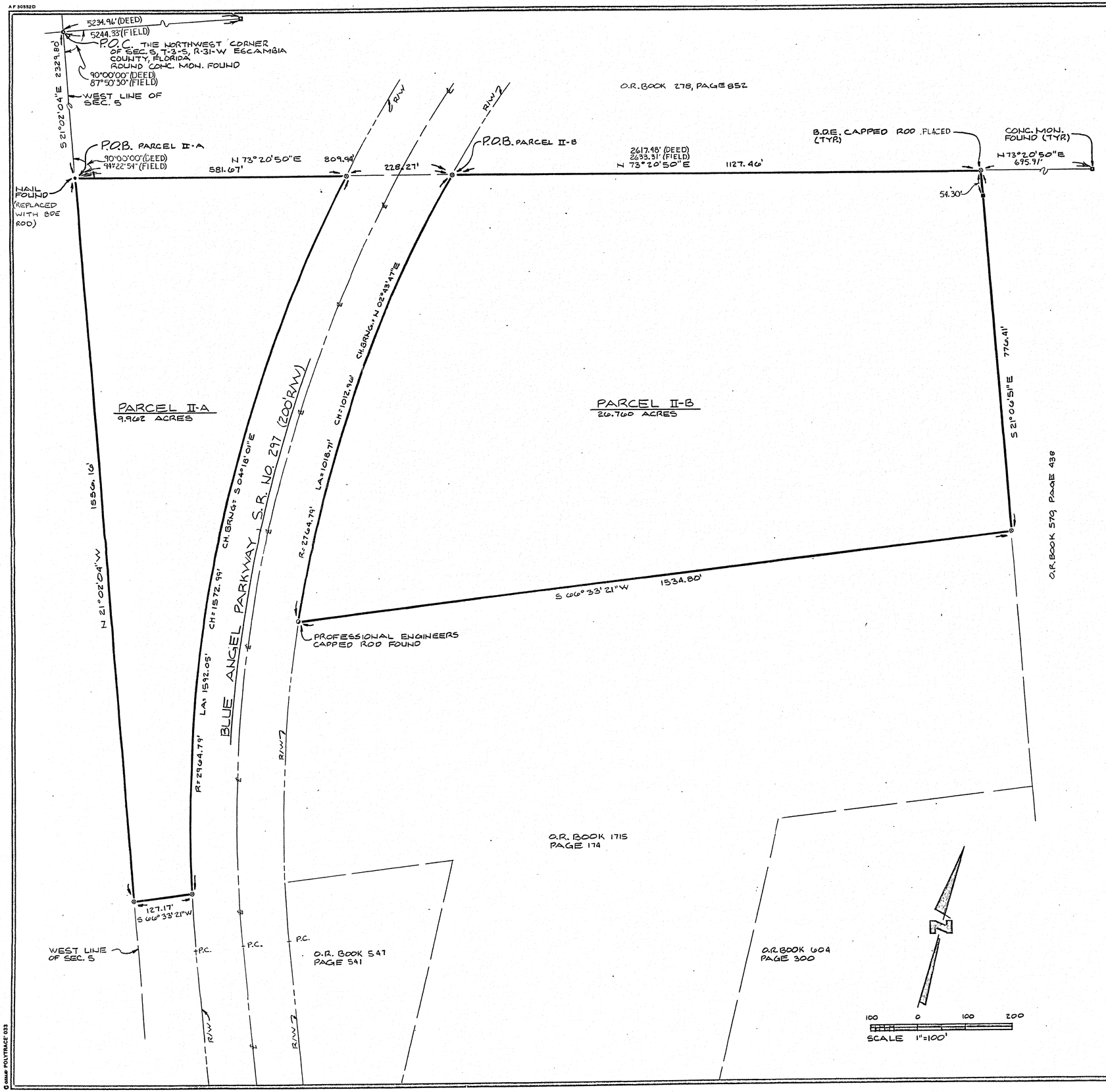
Commence at the intersection of the Northerly Right of Way line of Gulf Beach Highway (State Road 292, 100 foot R/W) and the Westerly Right of Way line of Dog Track Road (State Road 297, 100 foot R/W); thence go North 20 degrees 31 minutes 49 seconds West along the aforesaid Westerly Right of Way line a distance of 2119.60 feet to a point of curvature; thence go along the curved Right of Way line to the left having a radius of 343,724.68 feet, an arc distance of 685.79 feet (CH = 685.79 feet; CH BRG = North 20 degrees 35 minutes 15 seconds West) to the Point of Beginning; thence continue along the aforesaid curved Right of Way line having a radius of 343.724.68 feet, an arc distance of 814.00 feet (CH = 814.00 feet, CH BRG = North 20 degrees 42 minutes 45 seconds West) to the point of tangency of the aforesaid curved Right of Way line; thence go North 20 degrees 46 minutes 49 seconds West along the aforesaid Westerly Right of Way line a distance of 143.10 feet; thence departing the aforesaid Westerly Right of Way line, go South 68 degrees 52 minutes 53 seconds West a distance of 2612.61 feet; thence go South 21 degrees 06 minutes 54 seconds East a distance of 941.38 feet; thence go North 69 degrees 13 minutes 35 seconds East a distance 2606.10 feet to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, and Section 30, Township 2 South, Range 31 West, Escambia County, Florida.

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet to the Point of Beginning; thence go North 73 degrees 20 minutes 50 seconds East a distance of 581.67 feet to a point on the curved Westerly Right of Way line of Blue Angel Parkway (State Road 297, 200 foot R/W), concave to the East having a radius of 2964.79 feet; thence go Southerly along said curved Right of Way line having a radius of 2964.79 feet, an arc distance of 1592.05 feet (CH=1571.99 feet; CH BRG=South 04 degrees 18 minutes 01 seconds East); thence go south 66 degrees 33 minutes 21 seconds West a distance of 127.17 feet to a point on the aforesaid West line of Section 5, thence go North 21 degrees 02 minutes 04 seconds West along said West line a distance of 1556.16 feet to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet; thence go North 73 degrees 20 minutes 50 seconds East a distance of 809.94 feet to a point on the curved Easterly Right of Way line of Blue Angel Parkway (State Road 297, 200 foot R/W) concave to the East having a radius of 2764.79 feet, said point being the Point of Beginning; thence continue North 73 degrees 20 minutes 50 seconds East a distance of 1127.45 feet; thence go South 21 degrees 06 minutes 51 seconds East a distance of 776.41 feet; thence go South 66 degrees 33 minutes 21 seconds West a distance of 1534.80 feet to a

A F 30552D



DESCRIPTION AS FURNISHED

ALL THAT PROPERTY LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD 292) IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 32 WEST, LESS AND EXCEPT THE FOLLOWING:

A. PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 772 AT PAGE 684

B. ALL OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, (LESS AND EXCEPT THE PROPERTY DESCRIBED IN PARCEL IV) AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, LYING EAST OF JONES SWAMP CREEK AND JOINING THE SOUTHERLY BOUNDARY OF PARCEL 1 ABOVE DESCRIBED.

C. THAT PROPERTY CONVEYED TO ESCAMBIA CHRISTIAN SCHOOL, INC., BY DEEDS RECORDED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 AND OFFICIAL RECORD BOOK 489 AT PAGE 222 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 200 ACRES, MORE OR LESS.

D. THAT PROPERTY CONVEYED TO CLAUDE F. ALLISON AND DOROTHY D. ALLISON, HUSBAND AND WIFE, DESCRIBED IN OFFICIAL RECORD BOOK 547, PAGE 541 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 10.42 ACRES, MORE OR LESS.

E. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 562, PAGE 694 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE CONTAINING 10.1 ACRES, MORE OR LESS.

F. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 604, PAGE 300, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 2.0 ACRES, MORE OR LESS.

G. THAT PROPERTY CONVEYED TO DONALD McMAHON, JR., TRUSTEE , BY THAT INSTRUMENT RECORDED AT OFFICIAL RECORD BOOK 570, PAGE 438 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 120 ACRES, MORE OR LESS.

H. OFFICIAL RECORD BOOK 1715, PAGE 174, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

I. BLUE ANGEL PARKWAY RIGHT-OF-WAY.

MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET TO THE POINT OF BEGINNING;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 581.67 FEET TO A POINT ON THE CURVED WESTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W), CONCAVE TO THE EAST HAVING A RADIUS OF 2964.79 FEET;
THENCE GO SOUTHERLY ALONG SAID CURVED RIGHT-OF-WAY LINE HAVING A RADIUS OF 2964.79 FEET, AN ARC DISTANCE OF 1592.05 FEET (CH = 1572.99'; CH BRG = S 04°18'01" E);
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 127.17 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 5;
THENCE GO NORTH 21 DEGREES 02 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1556.16 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 9.962 ACRES.
AND:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 809.94 FEET TO A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W) CONCAVE TO THE EAST HAVING A RADIUS OF 2764.79 FEET, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 1127.46 FEET;
THENCE GO SOUTH 21 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 776.41 FEET;
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 1534.80 FEET TO A POINT ON THE AFORESAID CURVED EASTERLY RIGHT-OF-WAY LINE;
THENCE GO NORTHERLY ALONG SAID CURVED EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2764.79 FEET, AN ARC DISTANCE OF 1018.71 FEET (CH = 1012.96'; CH BRG = N 02°43'47" E) TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 26.760 ACRES.

GENERAL NOTES

1. THE BEARINGS ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 297, SECTION 48190-2503, SHEET 1 OF 5, REVISION 11-16-78.
2. THE SURVEY DATUM IS REFERENCED TO DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS AND EXISTING FIELD MONUMENTATION.
3. THE EASTERLY LINE OF PARCEL II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION WHICH MATCHES THE SENIOR DEED OF OFFICIAL RECORD BOOK 570, PAGE 438, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THE NORTHERLY LINE OF PARCELS II-A AND II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. THERE ARE NO ENCROACHMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parker 1/25/85

E. WAYNE PARKER, REGISTERED FLORIDA LAND SURVEYOR NO. 3683 DATED
CORP. NO. 00340

This drawing is the property of BASKERVILLE DONOVAN ENGINEERS, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NO.	DATE	APPR.	REVISION

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
PENSACOLA • MILTON • DESTIN • DAYTONA BEACH

SCALE 1"=100' | DESIGNED | DRAWN R.MOORE | CHECKED | DATE 1-23-85 | BY | DATE

NOT RELEASED FOR CONSTRUCTION

BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP-3-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

PREPARED FOR & REQUESTED BY: MR. SKIP EDWARDS

PROJECT NO. 619 | NO. 1 OF 1 SHEETS | INDEX

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point on the aforesaid curved Easterly Right of Way line; thence go Northerly along said curved Easterly Right of Way line, having a radius of 2764.79 feet, an arc distance of 1018.71 feet (CH=1012.96 feet, CH BRG=North 02 degrees 43 minutes 47 seconds East) to the Point of Beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida.

Recorded in Public Records 06/23/2015 at 01:20 PM OR Book 7364 Page 409, Instrument #2015047066, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $61.00 Deed Stamps $0.70

PREPARED BY AND RETURN TO:
CHARLES L. HOFFMAN, JR. OF
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 SOUTH PALAFOX PLACE
SEVILLE TOWER - NINTH FLOOR
PENSACOLA, FLORIDA 32502
FILE NO. H58.10488

STATE OF FLORIDA

COUNTY OF ESCAMBIA

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that E. K. Edwards a/k/a Edward K. Edwards, a single man, whose post office address is 3311 Copter Road, Pensacola, FL 32514, hereafter called Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does remise, release, and quitclaim to **Edward K. Edwards, as Sole Trustee of the Edward K. Edwards Revocable Trust under Agreement dated February 7, 2007, as the same may be amended from time to time,** whose address is 3311 Copter Road, Pensacola, FL 32514, hereafter called Grantee, (but which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real properties in Escambia County, Florida, described as:

The South 264 feet of the East one-half of the West one-half of lot 3 less the North 40 feet of the South 160 feet of the East 70 feet and less the North 64 feet of the East 70 feet; DB 448 p. 209, less the East 72 feet of the South 120 feet less OR 31 p 11, County Road R/W; less the West 80 feet of the North 108 feet S/D West of the RR. Plat Deed Book 2 page 90, less OR 1512 p 911-Crenshaw.
Section 21, Township 1 South, Range 30 West.

AND

THE NORTH 40 FEET OF THE SOUTH 160 FEET OF THE EAST 70 FEET OF THE EAST HALF OF THE WEST HALF OF LOT 3, SUBDIVISION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, LYING WEST OF THE LOUISVILLE AND NASHVILLE RAILROAD AS PER PLAT RECORDED IN DEED BOOK 2 AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

N 24 FT OF E 70 FT OF S 264 FT OF E ½ OF W ½ OF LT 3 S/D W OF RR PLAT DB 2 P 90 OR 412 P 448

Parcel Identification Number: 21-1S-30-1101-006-003

AND

W ½ LT 3 LESS S 264 FT OF E ½ LESS BEG AT NW COR OF LT 3 SLY ALG W LI OF LT TO N R/W LI OF DIAMOND RD ELY ALG RD 40 FT NLY PARL TO W LI OF LT 150 FT WLY & PARL TO N R/W LI OF DIAMOND RD 35 FT NLY & PARL TO W LI OF LT TO N LI OF LT WLY ALG N LI OF LT 5 FT TO POB LESS DB 396 P 83 & DB 493 P 251 RD R/W S/D W OF RR. (Being the same property conveyed to Grantor herein by Ollie Mims by Quit Claim Deed date April 9, 1990, and recorded in the public records of Escambia County, Florida on December 17, 1990, under Clerk's filing number 845146).

Parcel Identification Number: 21-1S-30-1101-011-003

Less OR 544 P 711 Tex Edwards Co Inc Plat DB 2 P 90 Less OR 677 P 814 – Curry OR 6442 P 1681

AND

Each parcel is conveyed together with all right title and interest of Grantor to any and all real property located in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

AND

That portion of the East 1/2 of Lot 3 lying West of the Westerly right of way line of State Road 95 (Pensacola Blvd.) according to plat of subdivision of Section 21, Township 1 South, Range 30 West, lying West of the Louisville & Nashville Railroad as recorded in Deed Book 2 at Page 90, of the public records of Escambia County, Florida, more particularly described as follows, to-wit:

Commencing at a bronze bolt at the intersection of the South line of the aforementioned Lot 3 and the Westerly right of way line of State Road 95, thence Northwesterly along the Westerly right of way line of State Road 95, a distance of 28.57 feet to a concrete monument and the point of beginning; thence continue Northwesterly along the Westerly right of way line of State Road 95 a distance of 160 feet to a concrete monument; thence with an interior angle of 118 degrees 56 minutes run Westerly a distance of 52.59 feet to a concrete monument; thence with an interior angle of 90 degrees run Southerly a distance of 140.03 feet to a concrete monument on the North right of way line of Diamond Dairy Road; thence with an interior angle of 90 degrees run Easterly along the North right of way line of Diamond Dairy Road a distance of 130 feet to the point of beginning; all of the above described property lying and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

AND

North 54 Feet of the West 80 Feet of the North 108 Feet of the South 264 Feet of the East Half of the West Half of the Lot Numbered 3 West of the Louisville and Nashville Railroad in the Subdivision of Section 21, Township 1 South, Range 30 West, as shown on Plat of the Subdivision of the said Section Appearing of Record at page 90 of Deed Book 2, of the Records of Escambia County, Florida, less and except the South 25 Feet Thereof for Roadway Purposes.

AND

The South 40 feet of the North 64 Feet of the East 700 Feet of the South 264 Feet of the East half of the West Half of Lot 3, a subdivision of Section 21, Township 1 South, Range 30 West, lying West of the Louisville and Nashville Railroad as per the Plat recorded in Deed Book 2 at Page 90 of the public records of Escambia County, Florida.

AND

Commence at the Southeast corner of the West ½ of Lot 3, lying West of the Pensacola Highway and West of the Louisville & Nashville Railroad, a subdivision of Section 21, Township 1 South, Range 30 West, according to plat thereof recorded in Deed Book 2, Page 90, of the public records of Escambia County, Florida; thence run Northerly along said half lot line a distance of 264 feet for point of beginning; thence continue Northerly along said half lot line a distance of 90 feet; thence run Westerly and at right angles to the line last traversed a distance of 90 feet; thence run Southerly and at right angles to the line last traversed a distance of 90 feet; thence run Easterly and at right angles to the line last traversed a distance of 90 feet to point of beginning; LESS any and all portions of said property which might lie within the right of way line of State Road 95 and Interstate 10 as conveyed to the State of Florida by deed from Ollie Mims, et ux, dated February 1, 1954, and recorded in Deed Book 396, Page 83, and dated July 15, 1958, recorded in Deed Book 493, page 251 of the public records of Escambia County, Florida;

Said property being that same real property conveyed by Deed of Realty executed by Ollie Mims and Leona Mims, husband and wife, to James Curry and Mable Curry, husband and wife, dated March 6, 1973, and recorded in Official Records Book 677 at Page 814 of the public records of Escambia County, Florida.

AND

The East 54 feet of the North 120 feet of the East 188 feet of the North one-half of Lot 12 of the subdivision of Section 25 and 27, Township 1 South, Range 30 West, according to plat recorded in Deed Book 89 at Page 226 of the public records of Escambia County, Florida. Less and except any portion lying within road right of way.

AND

Begin at the Northeast corner of lot 19, West along the North line of lot 102.4 feet, Southerly along Pen Court 38 feet, Southeasterly along the line dividing lots 18 and 19 148 feet, Northerly 135.8 feet to point of beginning, portion of lot 19, Block 9 First Addition to Pen Haven, plat book 3 page 14, Official Records Book 479 page 557, less Official Records Book 535 page 494 for road right of way, Section 34, Township 2 South, RAnge 30 West.

AND

Lot 18, Block 9, and Lot 26, Block 9, First Addition to Pen Haven, according to plat thereof recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida.

AND

LT 20 BLK 9 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 763 P 505 LESS OR 526 RD R/W CA 173,

AND

LT 25 BLK 9 OR 767 P 208 1ST ADDN TO PEN HAVEN PB 3 P 14 LESS OR 527 P 546 RD R/W CA 173

AND

The East 72.0 feet of the South 120.0 feet of the East 1/2 of the West 1/2 of Lot 3, Section 21, Township 1 South, Range 30 West, West of L&N Railroad, as recorded in Deed Book 2, Page 90 of the public records of Escambia County, Florida.
Less and Except the South 25 feet for Road Right-of-way.

Less OR 31 P 11 Plat DB 2 P 90

AND

THE WEST 80.00 FEET OF THE SOUTH 153.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 3; LYING WEST OF THE LOUISVILLE AND NASHVILLE RAILROAD, ACCORDING TO PLAT OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, RECORDED IN DEED BOOK 2 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS THE SOUTH 25.00 FEET FOR RIGHT-OF-WAY PURPOSES.

AND

THE SOUTH 54 FEET OF THE WEST 80 FEET OF THE NORTH 108 FEET OF THE SOUTH 264 FEET OF THE EAST ONE HALF OF THE WEST ONE HALF OF LOT 3, WEST OF THE L & N RAILROAD, IN THE SUBDIVISION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. AS PER PLAT RECORDED IN DEED BOOK 2 PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

Lot 18, Block 9, and Lot 26, Block 9, First Addition to Pen Haven, according to plat thereof recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida.

Less OR 526 P 527 RD R/W CA173

AND

Commencing at the intersection of the Northerly right-of-way line of Gulf Beach Highway (State Road 292) and the Westerly right-of-way line of Dog Tract Road (State Road 297); thence North 23 degrees 39 minutes West along the aforesaid Westerly right-of-way line of Dog Track Road a distance of 2824.07 feet to the point of beginning of this description; thence continuing North 23 degrees 39 minutes West a distance of 957.10; thence South 66 degrees 00 minutes West a distance of 2611.37 feet to an intersection with the boundary of that certain parcel of land described in Record Book 489 at page 222 of the public records of Escambia County, Florida, and Deeded to Escambia Christian School, Inc., thence South 24 degrees 00 minutes East along the boundary of the aforementionod Escambia Christian School, Inc. property a distance of 941.18 feet; thence North 66 degrees 21 minutes East a distance of 2605.57 feet to the Point of Beginning of this description, said parcel containing 57 acres more or less, the above described parcel being more particularly described as:

Commence at the intersection of the Northerly right-of-way line of Gulf Beach Highway (S.R. 292, 100' R/W) and the Westerly right-of-way line of Dog Track Road (S.R. 297, 100' R/W); thence go North 20 degrees 31 minutes 49 seconds West along the aforesaid Westerly right-of-way line a distance of 2119.60 feet to a point of curvature; thence go along the curved right-of-way line to the left having a radius of 343,724.68 feet, an arc distance of 685.79 feet (CH = 685.79'; CH BRG = N 20 degrees 35 minutes 15 seconds West) to the point of beginning; thence continue along the aforesaid curved right-of-way line having a radius of 343,724.68 feet, an arc distance of 814.00 feet (CH = 814.00'; CH BRG = N 20 degrees 42 minutes 45 seconds West; to the point of tangency of the aforesaid curved right-of-way line; thence go North 20 degrees 46 minutes 49 seconds West along the aforesaid Westerly right-of-way line a distance of 143.10 feet; thence departing the aforesaid Westerly right-of-way line, go South 68 degrees 52 minutes 53 seconds West a distance of 2612.61 feet; thence go South 21 degrees 06 minutes 54 seconds East a distance of 941.38 feet; thence go North 69 degrees 13 minutes 35 seconds East a distance of 2696.10 feet to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, and Section 30, Township 2 South, Range 31 West, Escambia County, Florida, and contains 58.866 acres.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet to the point of beginning; thence go North 73 degrees 20 minutes 50 seconds East a distance of 581.67 feet to a point on the curved Westerly right-of-way line of Blue Angel Parkway (S.R. 8297, 200' R/W), concave to the East having a radius of 2964.79 feet; thence go Southerly along said curved right-of-way line having a radius of 2964.79 feet, an arc distance of 1592.05 feet (CH = 1572.99'; CH BRG = S 04 degrees 18 minutes 01 seconds East); thence go South 66 degrees 33 minutes 21 seconds West a distance of 127.17 feet to a point on the aforesaid West line of Section 5, Thence go North 21 degrees 02 minutes 04 seconds West along said West line a distance of 1556.16 feet to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida, and contains 9.962 acres.

AND

Commence at the Northwest corner of Section 5, Township 3 South, Range 31 West, Escambia County, Florida; thence go South 21 degrees 02 minutes 04 seconds East along the West line of said Section 5 a distance of 2329.80 feet; thence go North 73 degrees 20 minutes 50 seconds East a distance of 809.94 feet to a point on the curved Easterly right-of-way line of Blue Angel Parkway (S.R. 8297, 200' R/W) concave to the East having a radius of 2764.79 feet, said point being the point of beginning; thence continue North 73 degrees 20 minutes 50 seconds East a distance of 1127.46 feet; thence go South 21 degrees 06 minutes 51 seconds East a distance of 776.41 feet; thence go South 66 degrees 33 minutes 21 seconds West a distance of 1534.80 feet to a point on the aforesaid curved Easterly right-of-way line; thence go Northerly along said curved Easterly right-of-way line, having a radius of 2764.79 feet, an arc distance of 1018.71 feet (CH = 1012.96'; CH BRG = N 02 degrees 43 minutes 47 seconds East) to the point of beginning. The above described parcel of land is situated in Section 5, Township 3 South, Range 31 West, Escambia County, Florida, and contains 26.760 acres.

LESS OR 2766 P 801 HENRY LESS OR 4647 P 908 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA LESS OR 4647 P 904 NASH ET AL

None of the above described properties is the Grantor's homestead property.

The Trustee herein is hereby conferred with the power and authority to protect, conserve, sell, lease, encumber, convey and otherwise manage and dispose of the above described property pursuant to the provisions of Section 689.071, Florida Statutes. The interest of any beneficiary hereunder is hereby defined and declared to be personal property only.

The preparer of this deed represents that: this deed has been prepared at the express direction of the grantor and grantee solely from the legal description provided to the preparer by the grantor and grantee; that no title search, or inspection of the above-described property has

been performed by the preparer; that the title to the above-described property has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

To have and to hold, unto the said Grantee, their heirs and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Notwithstanding, the title of Quitclaim Deed, the Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein as to the property conveyed to Grantor by Warranty Deed.

IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 23 day of June, 2015.

Signed, sealed and delivered in the presence of:

Print Name:

Print Name:

E. K. Edwards a/k/a Edward K. Edwards

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of June, 2015, by E. K. Edwards a/k/a Edward K. Edwards, who is personally known to me or who has produced a valid driver's license as identification.

Carol J. Miller
Notary Public, State of Florida
Comm. Expires Oct. 5, 2018
Comm. No. FF147550

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Carol J. Miller

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	053S311500000000
Account:	101726450
Owners:	BIZZELL THOMAS M & SHARRON MARTIN S SUCCESSOR COTRUSTEES FOR EDWARDS EDWARD K REVOCABLE TRUST 02/07/2007
Mail:	C/O THOMAS M BIZZELL 3250 W NAVY BLVD PENSACOLA, FL 32505
Situs:	2700 BLK BLUE ANGEL PKWY 32506
Use Code:	VACANT INDUSTRIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$184,272	$0	$184,272	$184,272
2018	$184,272	$0	$184,272	$184,272
2017	$184,272	$0	$184,272	$184,272

Disclaimer

Tax Estimator

> File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/29/2016	7645	98	$100	OT	View Instr
06/23/2015	7364	409	$100	QC	View Instr
02/1985	2025	517	$198,400	WD	View Instr
09/1984	1973	297	$330,800	CT	View Instr
01/1973	607	170	$85,000	WD	View Instr
04/1972	1481	114	$85,000	WD	View Instr

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

2019 Certified Roll Exemptions
None

Legal Description
PARCEL I BEG AT INTER OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) AND WLY R/W LI OF DOG TRACT RD (ST RD 297) N...

Extra Features
None

Parcel Information

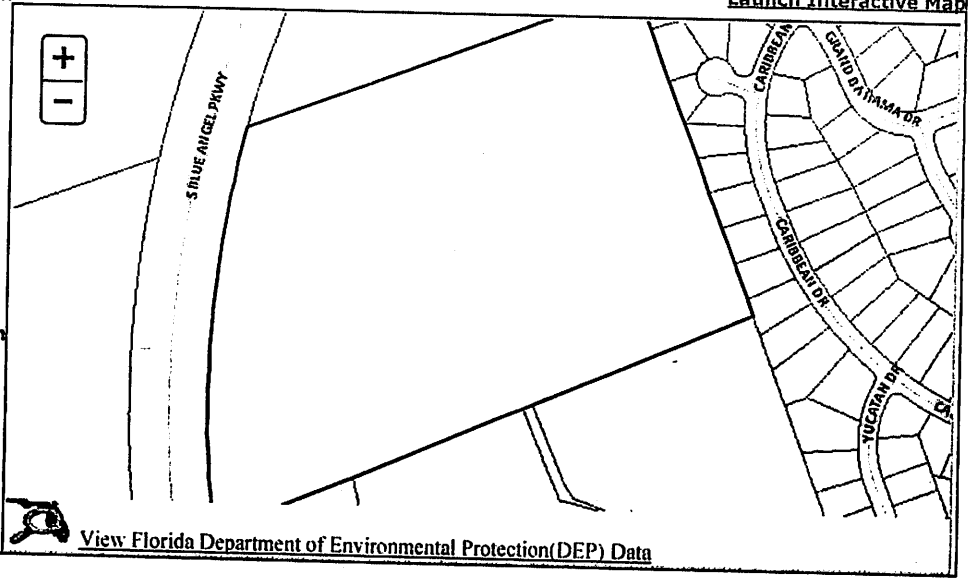
Launch Interactive Map

Section Map Id:
05-3S-31-2

Approx. Acreage:
27.7090

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Tax Collector

General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click **here**.

2019 Roll Details — Real Estate Account At 2700 BLK BLUE ANGEL PKWY

Real Estate Account #10-1726-450 | Parcel details | Latest bill | View/Print full bill history | Print this page

2019	2018	2017	2016	...	2008
PAID	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

Get Bills by Email

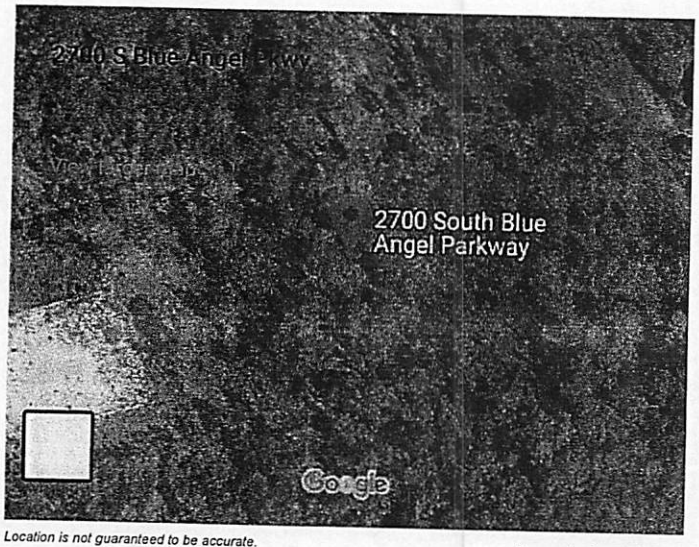
PAID 2019-11-05
$2,445.17
Receipt #189-19-00320528
Print Paid Bill

Owner: BIZZELL THOMAS M &
C/O THOMAS M BIZZELL
3250 W NAVY BLVD
PENSACOLA, FL 32505
and 1 other

Situs: 2700 BLK BLUE ANGEL PKWY

Account number: 10-1726-450
Alternate Key: 26856
Millage code: 06
Millage rate: 13.7362

Assessed value: 184,272
School assessed value: 184,272
Unimproved land value: 184,272



Location is not guaranteed to be accurate.

Property Appraiser

View

2019 Annual bill

Ad valorem:	$2,531.21
Non-ad valorem:	$15.84
Total Discountable:	2547.05
No Discount NAVA:	0.00
Total tax:	$2,547.05

Legal description

PARCEL I BEG AT INTER OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) AND WLY R/W LI OF DOG TRACT RD (ST RD 297) N 23 DEG 39 MIN W ALG SD WLY R/W LI OF DOG TRACT RD 2824 07/100 FT FOR POB CONT N 23 DEG 39 MIN W 957 10/100 FT S 66 DEG 0 MIN W 2611 37/100 FT TO INTER WITH BOUNDARY LI OF PROP DESCRIBED IN OR 489 P 222 S 24 DEG 0 MIN E ALG SD PROP LI 941 18/100 FT N 66 DEG 21 MIN E 2605 57/100 FT TO POB ALSO PARCEL II ALL PROP LOCATED N OF NLY R/W LI OF GULF BEACH HWY (ST RD 292) IN SEC 5 LESS PARCEL I DESCRIBED ABOVE OR 2025 P 517 OR 7364 P 409 OR 7645 P 98 AND LESS ALL SE 1/4 OF SEC 5 (LESS PARCEL IV DESCRIBED IN OR 607 P

Location

Geo number:	053S311500000000
Range:	31
Township:	3S
Section:	05
Block:	000
Lot:	000
Use code:	4000
Total acres:	27.710

Addresses

Other owners: SHARRON MARTIN S SUCCESSOR COTRUSTEES FOR

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FUTURE LAND USE MAP (FLUM) AMENDMENT

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

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SUPPLEMENTAL DOCUMENTS

A. Project Location, Existing Zoning Map, Existing Future Land Use Map, Proposed Future Land Use Map, Current Land Use Map, and Surrounding Roads Map
B. Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter
C. Escambia County Schools Level of Service Determination (Source: Escambia County School District)
D. Wetland Maps (Source: Wetland Sciences, Inc.)
E. Historical & Archeological Data (Source: Florida Master Site File)
F. Power (Source: Gulf Power)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 05-3S-31-1500-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Urban (MU-U). The parcel is zoned HC/LI. This zoning district allows for multi-family developments. However the current FLU of Commercial (Com) requires a commercial component be included when developing a property. Since no commercial component is proposed, a FLU category more appropriate for multi-family developments is requested, (MU-U). This request is a less intensive category than exists currently.

2. General Property Information

PROPERTY ADDRESS:	2700 Block of Blue Angel Parkway
PARCEL ID #:	05-3S-31-1500-000-000
INTENDED PROPERTY USE:	Apartment Complex
PROPERTY OWNER:	Edwards Edward K Revocable Trust 3250 W Navy Blvd Pensacola, FL 32505
DEVELOPER:	Southland Contracting, Inc. c/o Mark Conner
AUTHORIZED AGENT:	Kerry Anne Schultz, Esquire Fountain, Schultz & Bridgford, PLLC. 2045 Fountain Professional Ct., Ste A Navarre, FL 32566
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Heavy Commercial/ Light Industrial (HC/LI)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Urban (MU-U)

The property is located at 2700 Block of Blue Angel Parkway in Escambia County, approximately 1,800 feet north of the intersection of Blue Angel Parkway and Sorrento Road. The parcel includes approximately 27.7 acres of property (17.42 acres of uplands) along the east side of Blue Angel Parkway. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-U would allow for development of up to twenty-five (25) dwelling units per acre for the site. The developer is anticipating construction of approximately 312 units which calculates to 17.9 dwelling units per acre (312 units ÷ 17.42

acres) on the uplands portion of the property. Total proposed density equates to 11.3 units/acre (312 units ÷ 27.7 acres)

3. Compatibility Analysis

The correct FLU category of the property is Commercial (Com). The desired FLUM Category is Mixed-Use Urban (MU-U). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties

North:	Mixed-Use Suburban (MU-S)
South:	Commercial (Com)
East:	Mixed-Use Suburban (MU-S)
West:	Conservation (Con)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Commercial (Com), Conservation (Con) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east is predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-U would allow for development of up to twenty-five (25) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 312 residential units (11.3 units/acre). The FLU requested and the proposed use is considered a reduction in intensity over the current FLU of Commercial.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2019 & 2030) based on the maximum density calculated (312 dwelling units)

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. An existing ECUA 16" sanitary force main located on Blue

Angel Parkway. Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 312 dwelling units is approximately 46,800 gallons per day (150 gallons per household per day x 312 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 6,552 pounds per day (6ppc/day x 312 units x 3.5 persons per unit). This value is estimated for a 312 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (12") and an existing ECUA water transmission main (24") is located along the east side of Blue Angel Parkway. Connection to the 12" water main is proposed.

The estimated potable water demand for the maximum development conditions of 312 dwelling units is approximately 46,800 gallons per day (150 gallons per apartment unit per day x 312 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of

Environmental Protection, the Florida Department of Transportation and the Northwest Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements. The site stormwater system will be designed to attenuate a 100-yr storm event and treat the first 1" of runoff.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 1,051 feet of frontage along Blue Angel Parkway. Access to the site shall be provided with a proposed connection to Blue Angel Parkway. Further review and analysis shall be required for the permitting of the future connection and the determination of any need for left/right turn lane additions.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development propses 312 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is included in the "Supplemental Documents" section of this report.

4.8 Power

Gulf Power has confirmed infrastructure and service available to the property to service development under the requested FLU categories. See letter from Gulf Power included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 27.7 acres. No known wellheads are located near the property. Conversations with officials from both Escambia County and ECUA confirmed that no wellheads are in the

project vicinity. According to officials, the closest known wellhead is over three (3) miles north east of the property.

The majority of the site is heavily wooded and is currently used as grazing lands, croplands, and timberlands. The southern and northwestern portions of the site include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 10.28 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the northern and southern portions of the property consists of freshwater forested wetland/shrub complex and surface water complexes. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM: Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

> **RESPONSE:** *The proposed development is within the level of service provided by the County and the infrastructure will not be negatively impacted or degraded. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.*

OBJ FLU 1.5: Sustainable Development - Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land use patterns.

> **Policy FLU 1.5.2: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.**

RESPONSE: *The Future Land Use Change request for the property is Mixed-Use Urban (MU-U). The properties to the east (outside of those immediately adjacent to the property) are designated MU-S; therefore, compact development is continuing to be promoted in this region. In addition, the maximum densities are desired, on-site wetlands limit the development to 11.3 units per acre, 25 units per acre is allowed.*

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: *The subject parcel is located in Escambia County. As proven in Section 4 of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection. See attached availability letters in the "Supplemental Documents" section of this report.*

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: *Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.*

CON 1.3.6: Wetland Development Provisions - Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. **With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:**
   1. **Wetlands that are contiguous to Class II or Outstanding Florida Waters;**
   2. **Wetlands located in the FEMA Special Flood Hazard Areas;**
   3. **Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission (FFWCC) or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.**

RESPONSE: *The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.*

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

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

RESPONSE: *The subject parcel is located approximately three and a half (3.5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.*

SUPPLEMENTAL DOCUMENTS

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

SECTION "A"

- Project Location
- Existing Zoning Map
- Existing Future Land Use Map
- Proposed Future Land Use Map
- Current Land Use Map
- Surrounding Roads Map

Project Location



December 12, 2019

polygonLayer

Override 1

County Outline

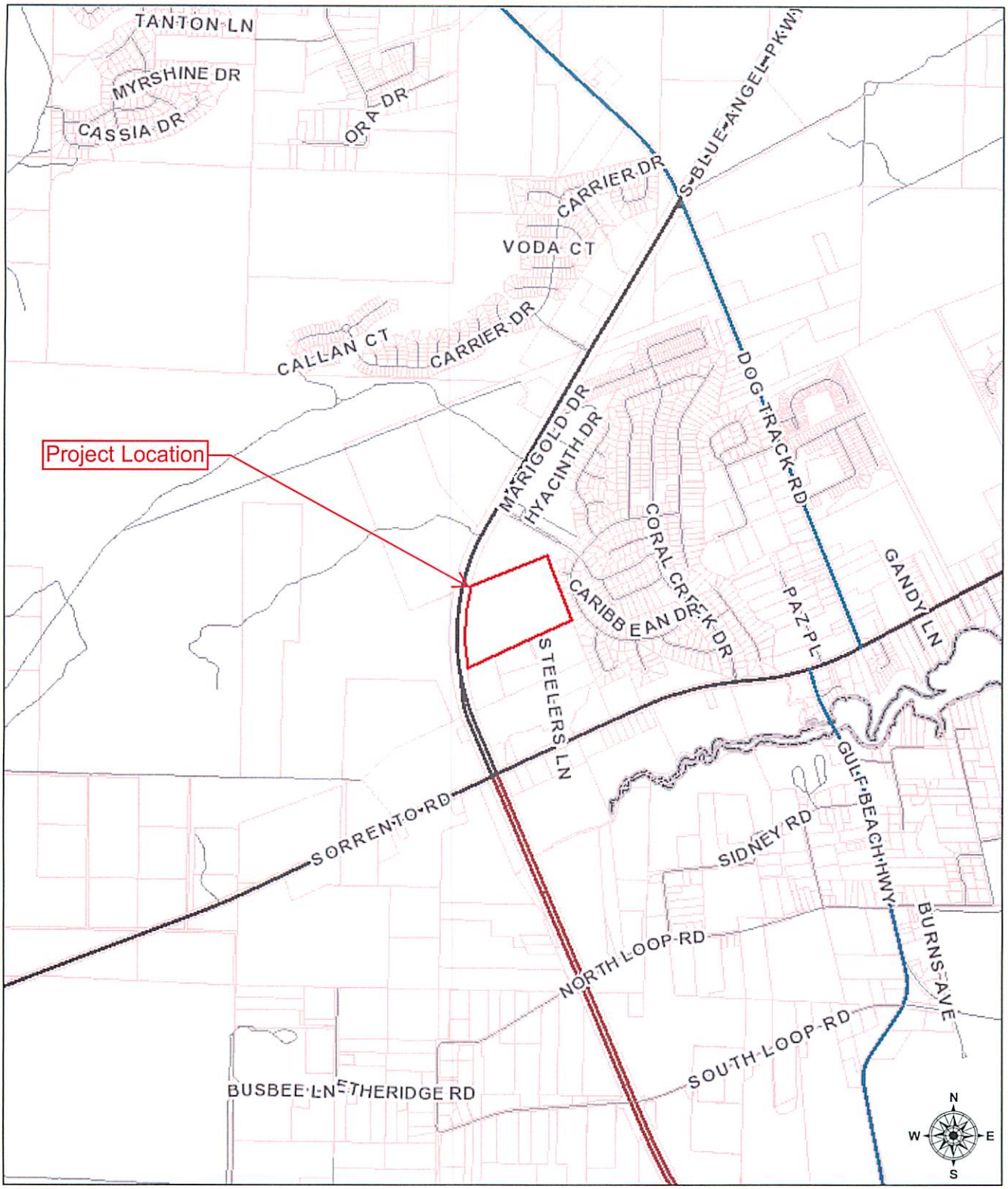
1:192,860

0 1.5 3 6 mi

0 2.5 5 10 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Project Location



December 12, 2019

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

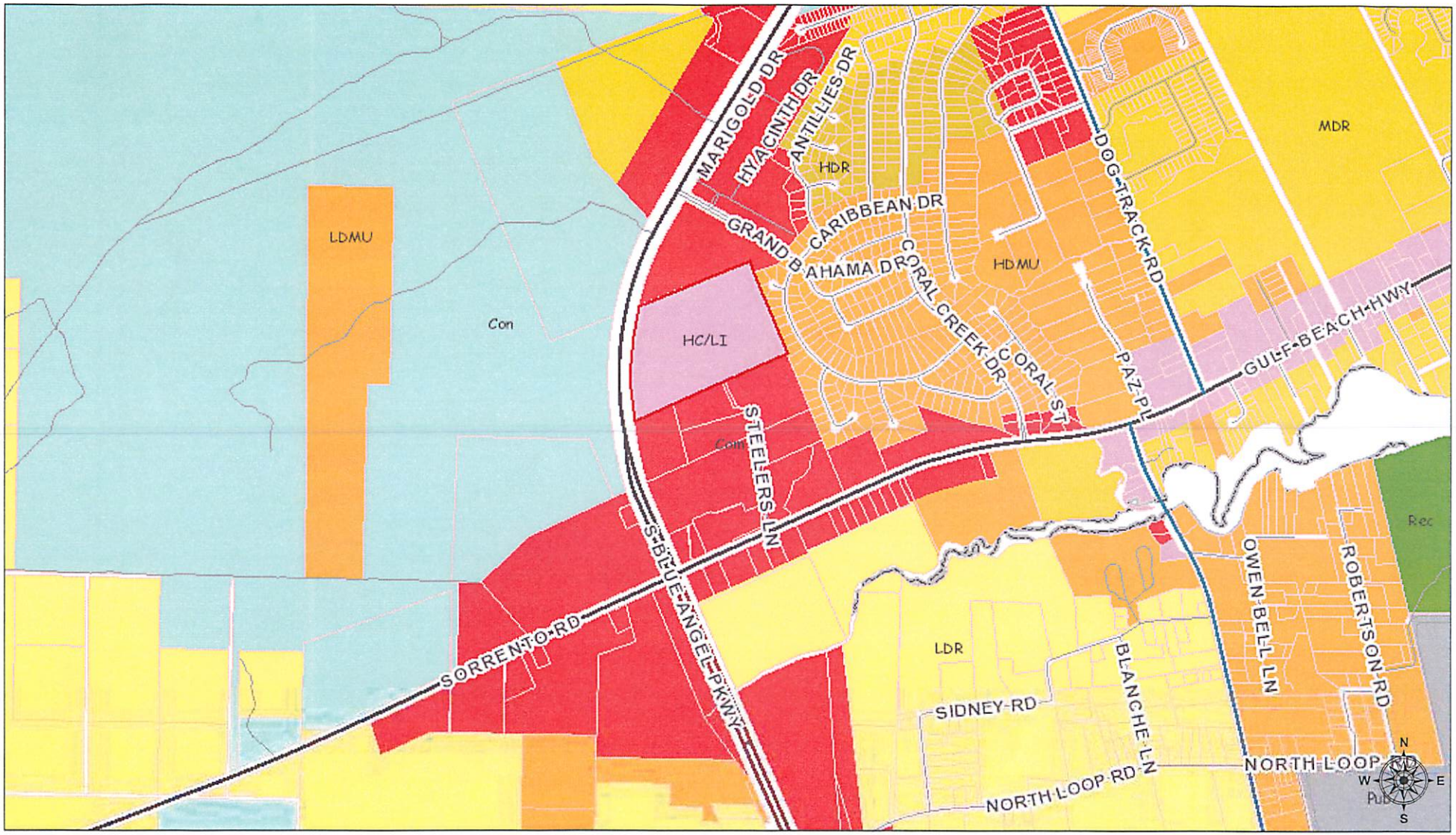
Parcels

County Outline

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Existing Zoning Map



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:16,523

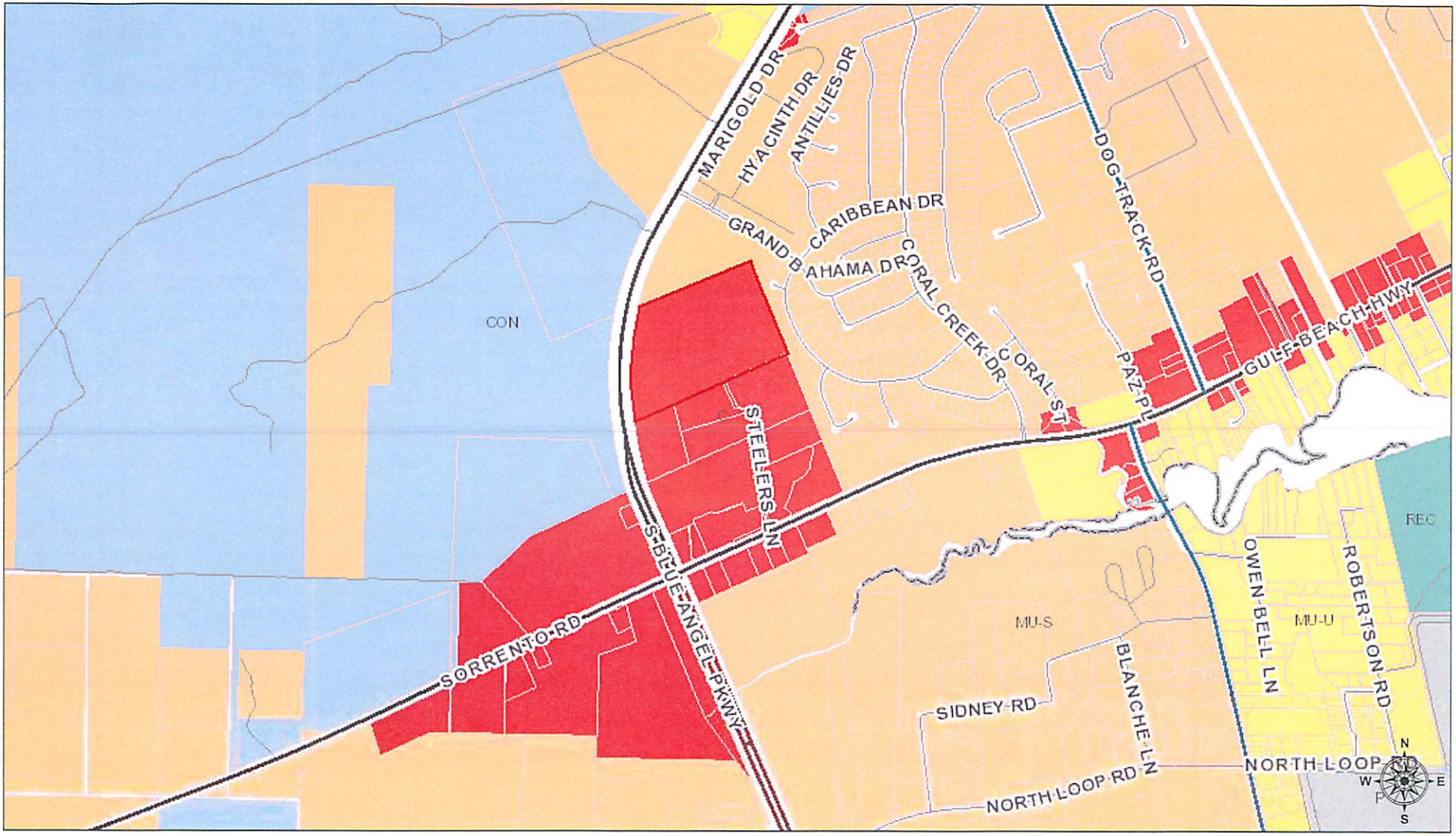
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Existing Future Land Use



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:16,523

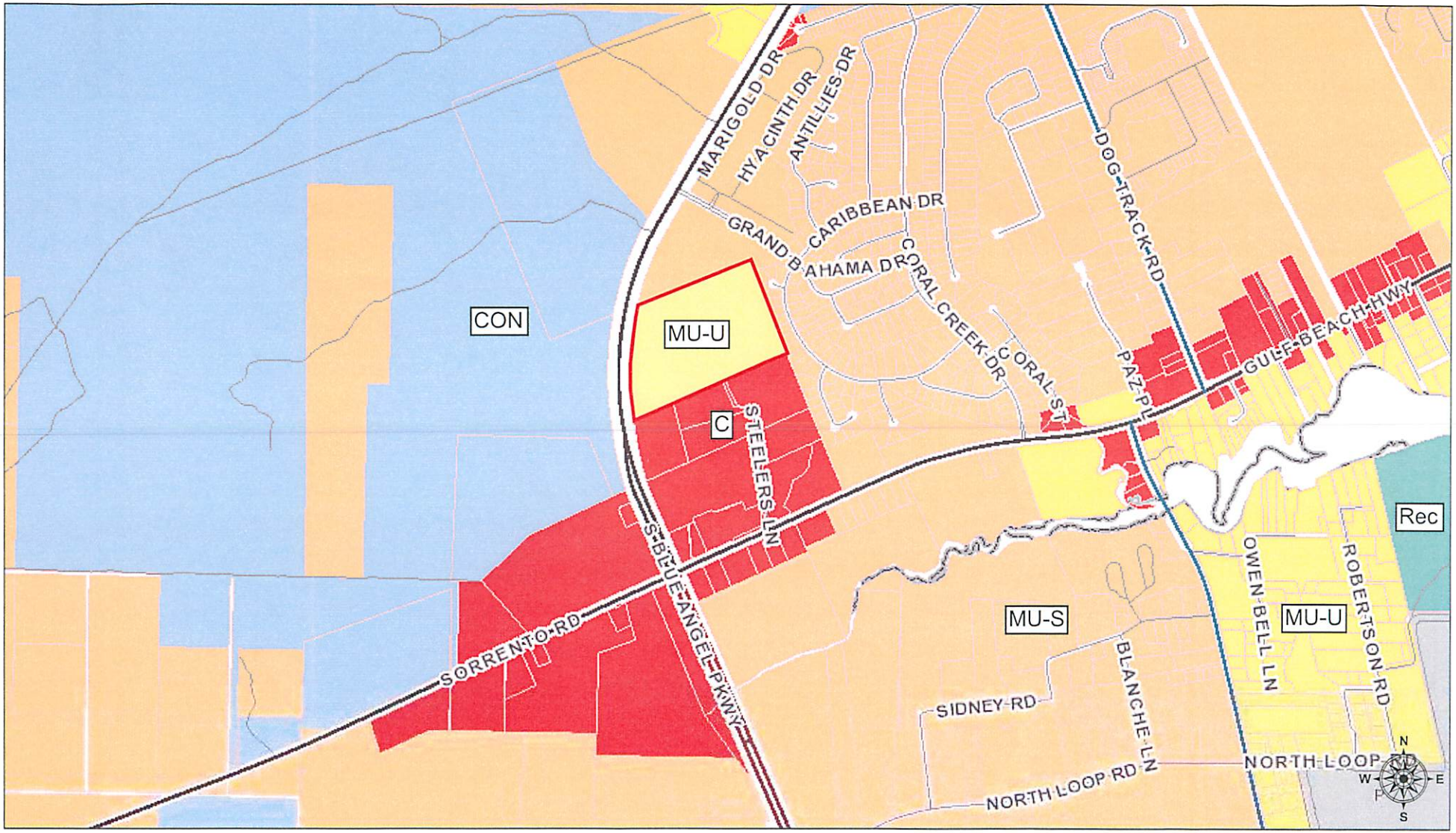
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Proposed Future Land Use



December 12, 2019

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:16,523

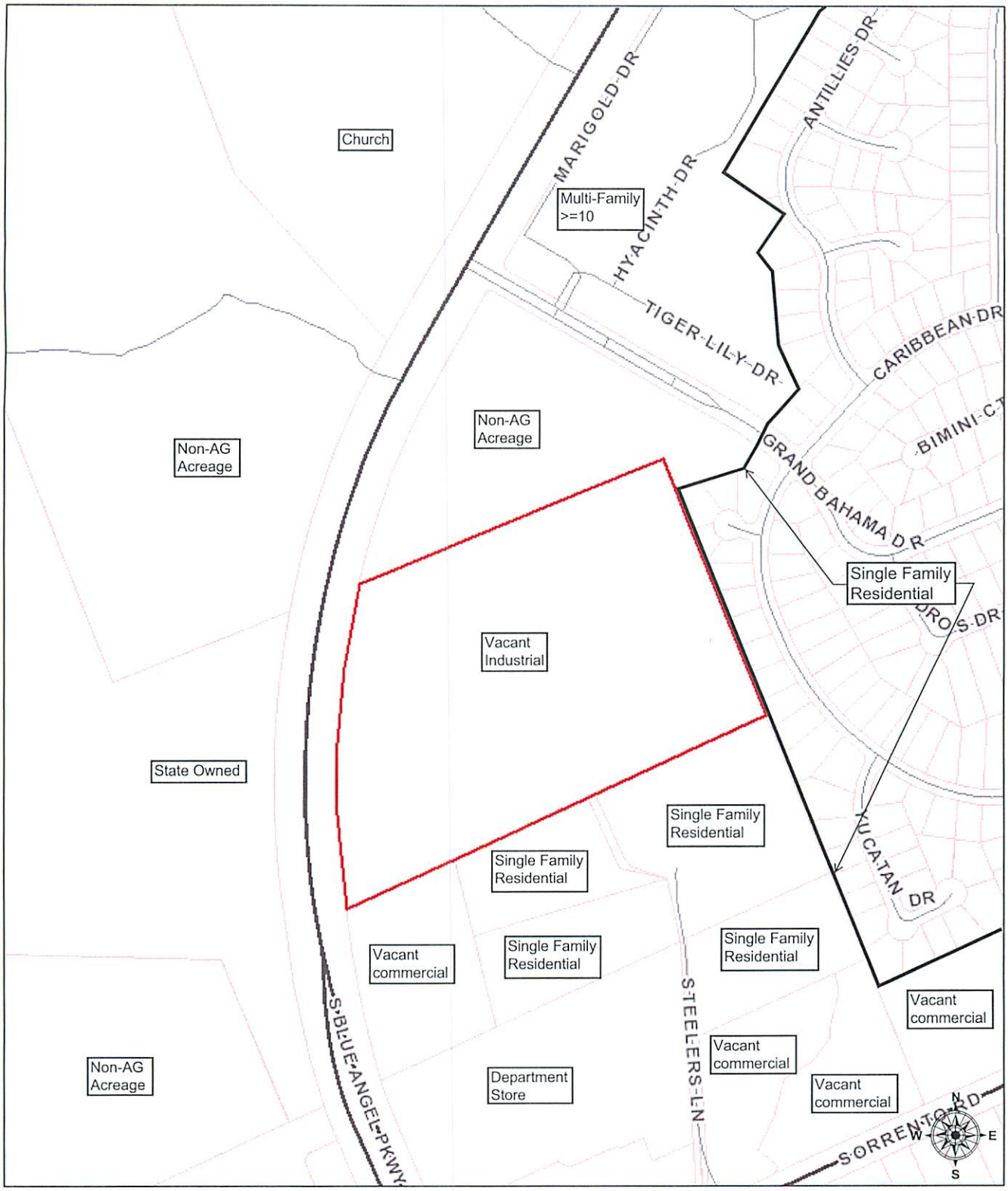
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2019

Current Land Use



December 12, 2019

1:6,027

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

polygonLayer

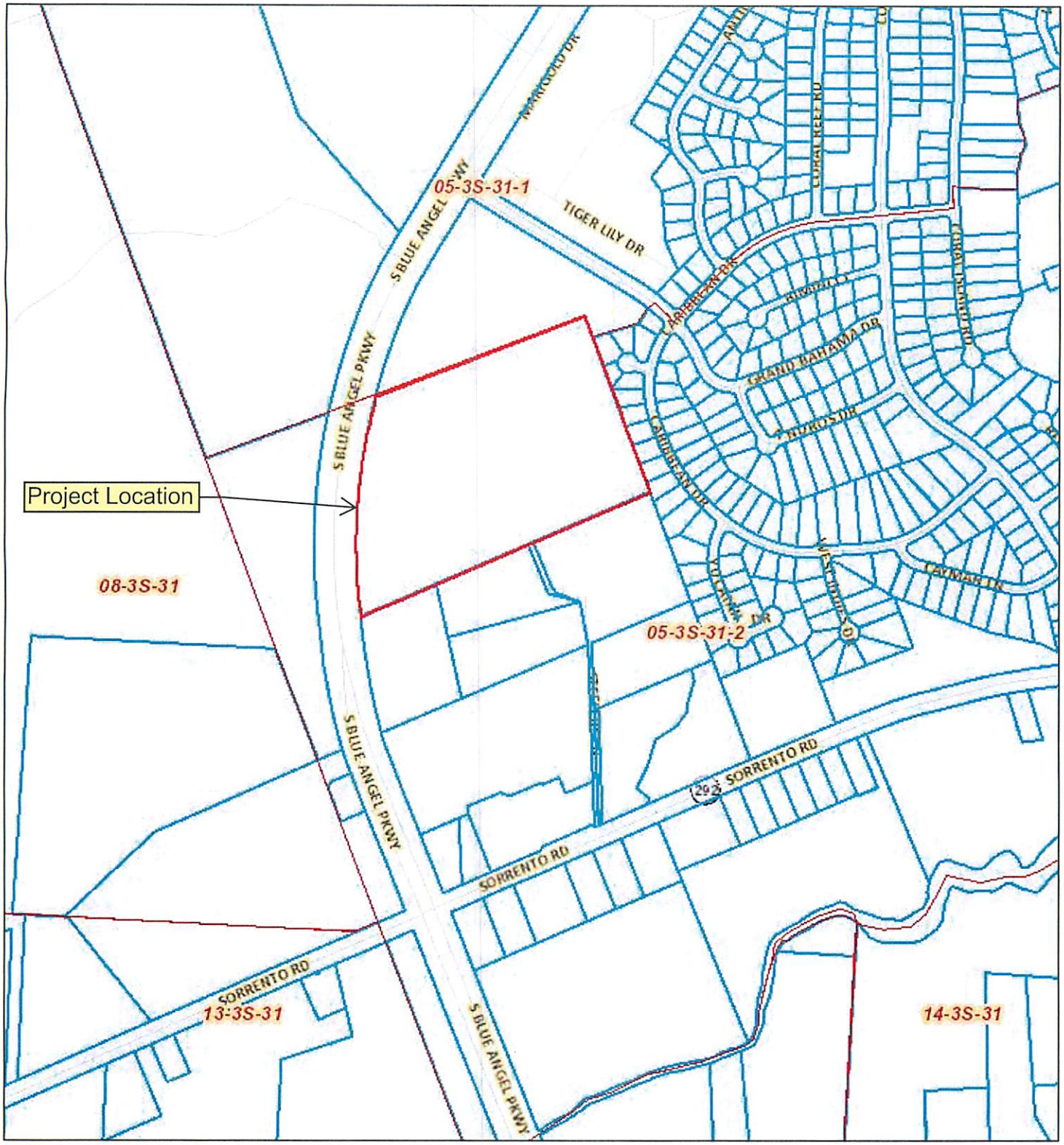
Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- County Outline

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Chris Jones Escambia County Property Appraiser



December 12, 2019

1:8,050

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

polygonLayer

Override 1

Map Grid

Property Line

Surrounding Roads Map

SECTION "B"

Emerald Coast Utilities Authority (ECUA) Water and Sewer Availability Letter

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

December 13, 2019

Rebol-Battle & Associates, LLC
Attn: Patrick Hartman, EI
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

RE: Blue Angel Apartments
2700 Block of Blue Angel Parkway
Pensacola, Florida 32506
Letter of Capacity Reservation

Dear Mr. Hartman:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One | **Lois Benson** District Two | **Cedric Alexander** District Three | **Dale Perkins** District Four | **Larry Walker** District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: December 12, 2019 Service Requested: Water Well X Sewer Plant X

Name of Project: Blue Angel Apartments Area (Acres): 27.7

Project Address: 2700 Block of Blue Angel Parkway

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential____ Commercial X Industrial____ Other____

(Explain) Apartment Complex

Number and/or Size of Units: 312 units

Estimated Flow: (Average Day) Water 62,400 Sewer 62,400

How will water and/or sewer be provided if not from ECUA? N/A

Special Requirements: N/A

Owner of Property: (type or print) Edwards Edward K Revocable Trust

Address: 3250 W Navy Blvd Phone: _____

Developer: (type or print) _____

Address: _____ Phone: _____

Engineer: (type or print) Rebol-Battle & Associates

Address: (type or print) **2301 N 9th Ave** Phone: 850-438-0400 Email: patrickh@rebol-battle.com

Submitted By: (type or print) Patrick Hartman Title: _____

Signature of Submitter: _____ Title: _____

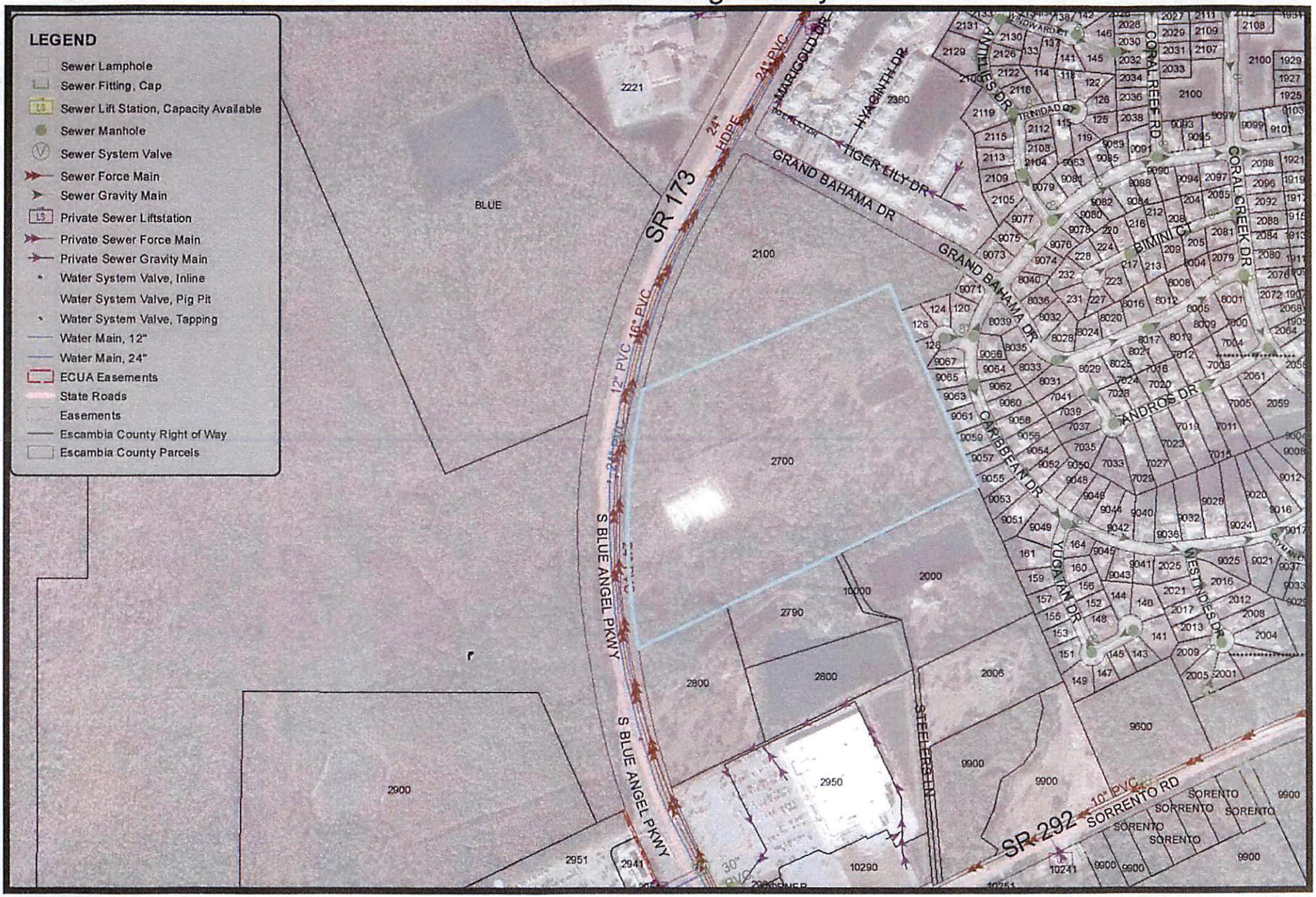
FOR ECUA USE ONLY:

Water Zone: North _____ South X

Wastewater Treatment Plant: Bayou Marcus X CWRF _____ Other _____

***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

2700 Blk Blue Angel Pkwy



1 inch = 500 feet
Date: 12/13/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

SECTION "C"

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	Blue Angel Apartments
Project Location	2700 Block of Blue Angel Parkway
Parcel ID Numbers	05-3S-31-1500-000-000
Property Owner/Developer	Edwards Edward K Revocable Trust 3250 W Navy Boulevard, Pensacola, FL 32505
Applicant	Rebol-Battle & Associates, LLC Jason Rebol
Applicant Address	2301 N. 9th Avenue, Suite 300, Pensacola, FL 32503

School Level of Service Reservation			
Level of Service	Pleasant Grove Elem.	Bailey Middle	Escambia High
Reserved Students	32.76	16.38	16.38
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

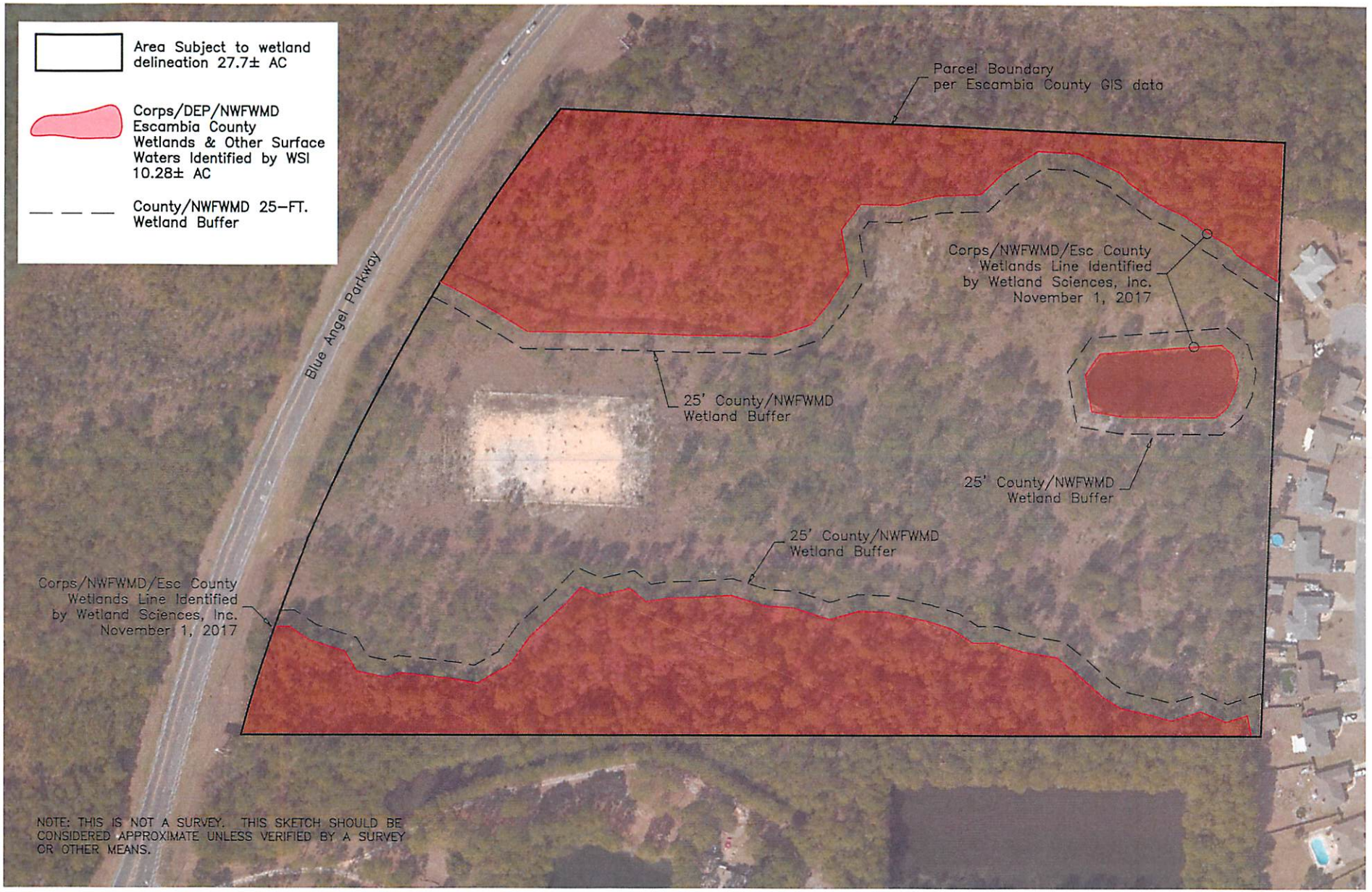
December 13, 2019
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION "D"

Wetland Maps

(Source: Wetland Sciences, Inc.)



WETLAND SCIENCES INCORPORATED

ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

PROJECT NAME: DR Horton 27.7 Acre Blue Angel	
Wetland Sketch	
PROJECT NO.: 2017-734	
DRAWN BY: KDJ	DATE: 11/1/17
SHEET: 1	

N

200 0 100 200

SCALE: 1"= 200 Feet

SECTION "E"

Historical & Archeological Data

(Source: Florida Master Site File)

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 3 (North or (South)) *Range*: 31 (East or (West))

Sections (include all affected): 05

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

Return To:
Name: Patrick Hartman
Organization: Rebol-Battle & Associates
Phone: 850-438-0400 Fax: _____
Address: 3301 N 9th Ave
Pensacola, FL 32503
Email: patrickh@rebol-battle.com

Agency/Permit/Project requiring search: Blue Angel Apartments, FLUM Amendment (MV-U)

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

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

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

December 13, 2019

Florida Master Site File

Patrick Hartman
Rebol-Battle & Associates
2301 N 9th Ave
Pensacola, FL 32503
Phone: 850.438.0400
Email: patrickh@rebol-battle.com

In response to your inquiry of December 12, 2019, the Florida Master Site File lists no previously recorded cultural resources in the following section of Escambia County:

Township 03 South, Range 31 West, Section 05.

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Joseph A. Bomberger
Archaeological Data Analyst
Florida Master Site File
Joseph.Bomberger@DOS.MyFlorida.com

SECTION "F"

Power

(Source: Gulf Power)

Gulf Power Co.
One Energy Place
Pensacola, FL 32533-0047

December 16th, 2019

RE: Power Availability
2700 Blk of Blue Angel Pkwy.
Pensacola, FL 32502

To whom it may concern:

Gulf Power Company has electric facilities available at the property in question. The service voltage and point of attachments will be determined upon receipt of final plat and electrical panel schedules.

To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with the other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

If you have any questions, please contact me at allen.thompson@nexteraenergy.com or 850-429-2603.

Sincerely,

Allen D. Thompson

Allen D. Thompson
Electrical Engineer
Power Delivery
Gulf Power Company
Pensacola, FL

Gulf Power

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

The Preserve at Perdido
Parcel ID: 05-3S-31-1500-000-000
Escambia County, Florida

December 2019

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

Prepared for:
Southland Contracting, Inc.
c/o Mark Conner

RBA Project No.: 2017.253

1. Introduction

This report addresses the topic of "Urban Sprawl" for the Future Land Use Map (FLUM) Amendment request of Parcel Number 05-3S-31-1500-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Urban (MU-U).

2. General Property Information

PROPERTY ADDRESS:	2700 Block of Blue Angel Parkway
PARCEL ID #:	05-3S-31-1500-000-000
INTENDED PROPERTY USE:	Apartment Complex
CURRENT ZONING:	Heavy Commercial/ Light Industrial (HC/LI)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Urban (MU-U)

The property is located at 2700 Block of Blue Angel Parkway in Escambia County, approximately 1,800 feet north of the intersection of Blue Angel Parkway and Sorrento Road. The parcel includes approximately 27.7 acres of property (17.42 acres of uplands) along the east side of Blue Angel Parkway. Maps of the existing property are included in the "Supplemental Documents" section of this report.

3. Urban Sprawl

Urban Sprawl can be defined as a "development pattern characterized by low density, automobile- dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner." The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed development is located along frontage of Blue Angel Parkway. No major public infrastructure "extension" would be required to support the site.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed drive aisles and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance.

(IV) Promotes conservation of water and energy.

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the apartment complex shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

N/A – Preservation agricultural areas and activities are not proposed.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

N/A – The proposed development includes only residential uses.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

N/A – The project doesn't remediate an existing or planned development patterns.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Promotes efficient development and shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply. Shall preserve areas of open space and conserve natural lands.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2020-01– Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	2700 BLK Blue Angel Parkway
Parcel #s:	05-3S-31-1500-000-000
Acreage:	26.760 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	**Kerry Anne Schultz, Esquire, Agent for** Chris Thompson, Agent for Thomas Bizzell & Martin Sharron, Successor Co-Trustees for Edward K. Edwards Revocable Trust
Meeting Dates:	Planning Board, February 4, 2020 BCC March 5, 2020 (Transmittal)

Site Description and Summary of Proposed Amendment:

The parcel is located on the East side of Blue Angel Parkway about .25 miles (+/-) North of the intersection with Sorrento Road.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

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

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

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

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

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

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

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

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per*

day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on the applicant's documentation the parcel is under the ECUA service area; the applicant has submitted a letter of service availability from the provider. Any proposed development will submit for a complete review and obtain approval from the Development Review Committee.

Stormwater Management.

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

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

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Blue Angel Parkway which is a FDOT maintained road, classified as a minor arterial roadway. Any new development will have to apply for review and approval thru the Development Review Committee.

Transportation & Traffic Operations (TTO) Comments – LSA-2020-01

TTO Staff has reviewed LSA-2020-01, 2700 Blue Angel Parkway, approximately 1,400 feet north of the Sorrento Road intersection. The requested Future land use change is from Commercial (C) to Mixed Use – Urban (MU-U) and scheduled for February 4, 2020 Planning Board Meeting. Please see the below comments.
This segment of (SR 173) Blue Angel Parkway is a three-lane typical section with two lanes northbound including a paved shoulder/bike lane, and one lane southbound. South of the parcel, Blue Angel Parkway expands to provide a southbound dedicated left and right turn lane at the signalized intersection with Sorrento Road. Blue Angel Parkway has an

approximate right-of-way width of 200 feet. The County does not have any proposed improvement projects scheduled for Blue Angel Parkway in this area. FDOT recently completed engineering plans to widen Blue Angel Parkway from Sorrento Road to US 98; however, has not fully identified funds for the right-of-way and construction phases.
Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily volume on Blue Angel Parkway for 2019 was recorded as 17,500.
TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are Pleasant Grove Elementary, Bailey Middle, and Escambia High. The applicant has provided a letter from the Escambia County School District Facilities Planning Director, stating that capacity for this project meets the School Level of Service requirements.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

The referenced Comprehensive Plan table describes the current Commercial FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category. Residential density is limited to 25

dwelling units per acre. If the amendment is approved the proposed Future Land Use to MU-U would be consistent with the existing zoning; there would be a decrease on the intensity of the development, but it would potentially accommodate a proposed residential development that would be compatible with the surrounding uses.

Impact on Wellheads.

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

Analysis: Based on the GIS wellhead protection areas layer, there are no wellhead protection areas within the parcel. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: A letter from the Historical Resources, Florida Master File was provided which states no previously recorded cultural resources were found for the site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State, in accordance with current regulations.

Impact on the Natural Environment.

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

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case,*

development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The applicant stated that wetlands on-site have been identified and delineated. The applicant understands and will comply with the design and permitting processes requirements during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The applicant has submitted capacity letters from supporting agencies addressing the availability of public services. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 05, TOWNSHIP 3S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 05-3S-31-1500-000-000 TOTALING 26.76(+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2020-01."

Section 3. Changes to the 2030 Future Land Use Map

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

(A) A parcel of land which is located within Section 05, Township 3S, Range 31W, parcel number 05-3S-31-1500-000-000 and totaling 26.76 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the Boundary Survey produced by E. Wayne Parker, a registered Florida land surveyor, dated 1/23/1985, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2020.

DRAFT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

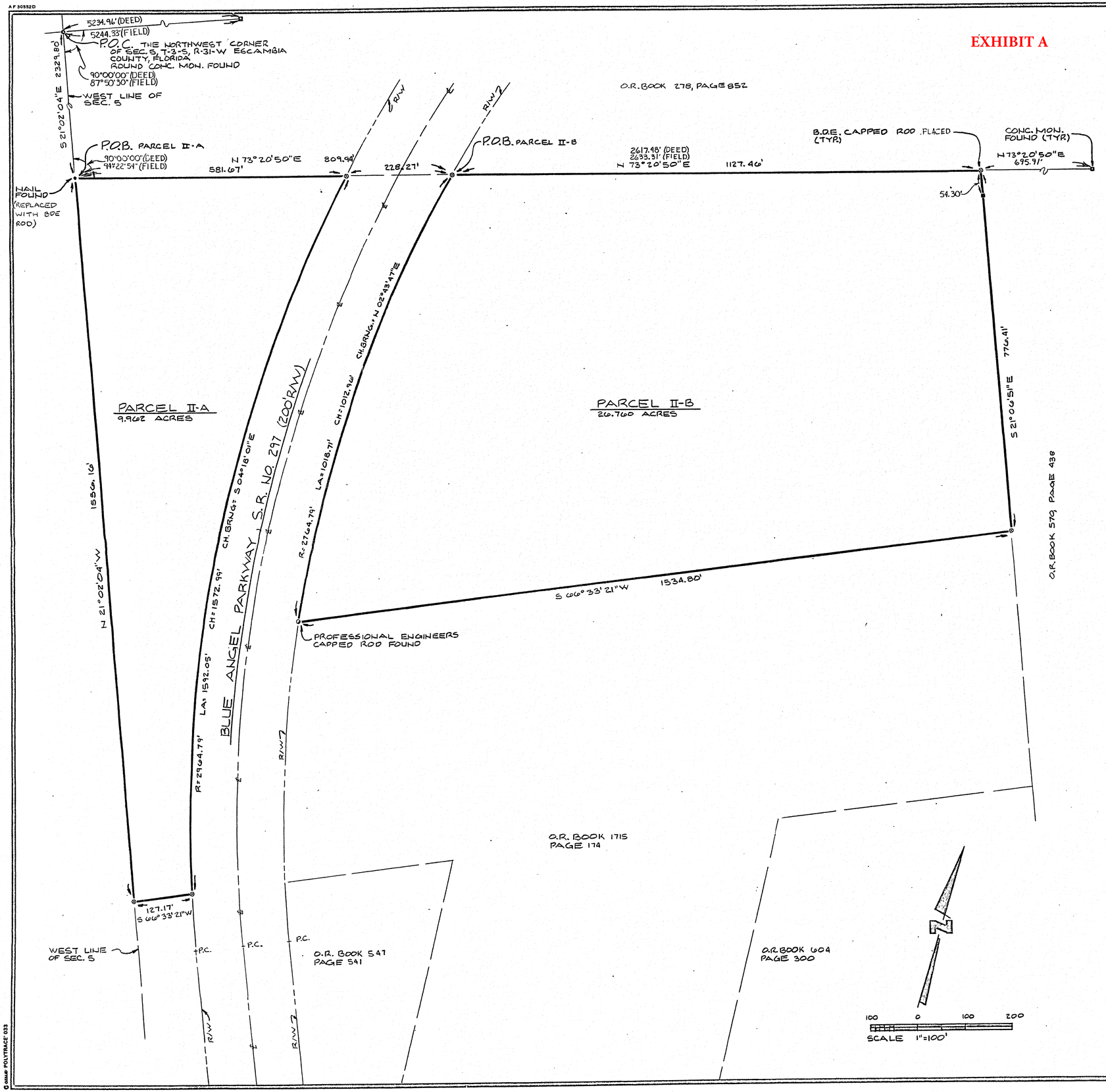
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

A F 30552D

EXHIBIT A



DESCRIPTION AS FURNISHED

ALL THAT PROPERTY LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD 292) IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 32 WEST, LESS AND EXCEPT THE FOLLOWING:

A. PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 772 AT PAGE 684

B. ALL OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, (LESS AND EXCEPT THE PROPERTY DESCRIBED IN PARCEL IV) AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, LYING EAST OF JONES SWAMP CREEK AND JOINING THE SOUTHERLY BOUNDARY OF PARCEL 1 ABOVE DESCRIBED.

C. THAT PROPERTY CONVEYED TO ESCAMBIA CHRISTIAN SCHOOL, INC., BY DEEDS RECORDED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 AND OFFICIAL RECORD BOOK 489 AT PAGE 222 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 200 ACRES, MORE OR LESS.

D. THAT PROPERTY CONVEYED TO CLAUDE F. ALLISON AND DOROTHY D. ALLISON, HUSBAND AND WIFE, DESCRIBED IN OFFICIAL RECORD BOOK 547, PAGE 541 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 10.42 ACRES, MORE OR LESS.

E. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 562, PAGE 694 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE CONTAINING 10.1 ACRES, MORE OR LESS.

F. THAT PROPERTY CONVEYED TO WALTER HUBERT SMITH AND EVELYN D. SMITH, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 604, PAGE 300, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 2.0 ACRES, MORE OR LESS.

G. THAT PROPERTY CONVEYED TO DONALD McMAHON, JR., TRUSTEE , BY THAT INSTRUMENT RECORDED AT OFFICIAL RECORD BOOK 570, PAGE 438 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CONVEYANCE COVERING 120 ACRES, MORE OR LESS.

H. OFFICIAL RECORD BOOK 1715, PAGE 174, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

I. BLUE ANGEL PARKWAY RIGHT-OF-WAY.

MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET TO THE POINT OF BEGINNING;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 581.67 FEET TO A POINT ON THE CURVED WESTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W), CONCAVE TO THE EAST HAVING A RADIUS OF 2964.79 FEET;
THENCE GO SOUTHERLY ALONG SAID CURVED RIGHT-OF-WAY LINE HAVING A RADIUS OF 2964.79 FEET, AN ARC DISTANCE OF 1592.05 FEET (CH = 1572.99'; CH BRG = S 04°18'01" E);
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 127.17 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 5;
THENCE GO NORTH 21 DEGREES 02 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1556.16 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 9.962 ACRES.
AND:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 21 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 2329.80 FEET;
THENCE GO NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 809.94 FEET TO A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (S.R. #297, 200' R/W) CONCAVE TO THE EAST HAVING A RADIUS OF 2764.79 FEET, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 73 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 1127.46 FEET;
THENCE GO SOUTH 21 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 776.41 FEET;
THENCE GO SOUTH 66 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 1534.80 FEET TO A POINT ON THE AFORESAID CURVED EASTERLY RIGHT-OF-WAY LINE;
THENCE GO NORTHERLY ALONG SAID CURVED EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2764.79 FEET, AN ARC DISTANCE OF 1018.71 FEET (CH = 1012.96'; CH BRG = N 02°43'47" E) TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 26.760 ACRES.

GENERAL NOTES

1. THE BEARINGS ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 297, SECTION 48190-2503, SHEET 1 OF 5, REVISION 11-16-78.
2. THE SURVEY DATUM IS REFERENCED TO DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS AND EXISTING FIELD MONUMENTATION.
3. THE EASTERLY LINE OF PARCEL II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION WHICH MATCHES THE SENIOR DEED OF OFFICIAL RECORD BOOK 570, PAGE 438, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THE NORTHERLY LINE OF PARCELS II-A AND II-B WAS ESTABLISHED FROM EXISTING MONUMENTATION ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 278 AT PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. THERE ARE NO ENCROACHMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parker 1/25/85

E. WAYNE PARKER, REGISTERED FLORIDA LAND SURVEYOR NO. 3683 DATED
CORP. NO. 00340

This drawing is the property of BASKERVILLE DONOVAN ENGINEERS, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

NO.	DATE	APPR.	REVISION

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

BASKERVILLE-DONOVAN ENGINEERS, INC.
A PROFESSIONAL SERVICE ORGANIZATION
PENSACOLA • MILTON • DESTIN • DAYTONA BEACH

SCALE 1"=100' | DESIGNED | DRAWN R.MOORE | CHECKED | DATE 1-23-85

NOT RELEASED FOR CONSTRUCTION BY DATE

BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

PREPARED FOR & REQUESTED BY: MR. SKIP EDWARDS

PROJECT NO. 619 | NO. 1 OF 1 SHEETS | INDEX

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17608 **Growth Management Report** **14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/05/2020
Issue: Action Item - Brylington Manor Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Brylington Manor, Permit FP# 19124160
That the Board take the following action concerning recording of Brylington Manor (a 74-lot public residential subdivision) located in the Saufley Field Community, lying south of Mobile Highway (U.S. Highway 90), and west of Klondike Road. Owned and developed by Ashton, LLP. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

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

C. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety for Streets and Drainage improvements.

BACKGROUND:

The preliminary plat and construction plans were approved on August 15, 2018. The Escambia County Public Safety Department approved the street names “Brylington Boulevard,” and “Brylington Loop,” on May 18, 2018. Development Services Department inspected the improvements on February 6, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement with Surety, an Irrevocable Letter of Credit, and Infrastructure Maintenance Disclosure, will be

recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement with Surety, and Irrevocable Letter of Credit, were reviewed and approved by Kia Johnson on February 21, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Letter Approval
Infrastructure Maintenance Disclosure Form
Two-Year Warranty Agreement with Irrevocable Letter of Credit and Cost Estimate

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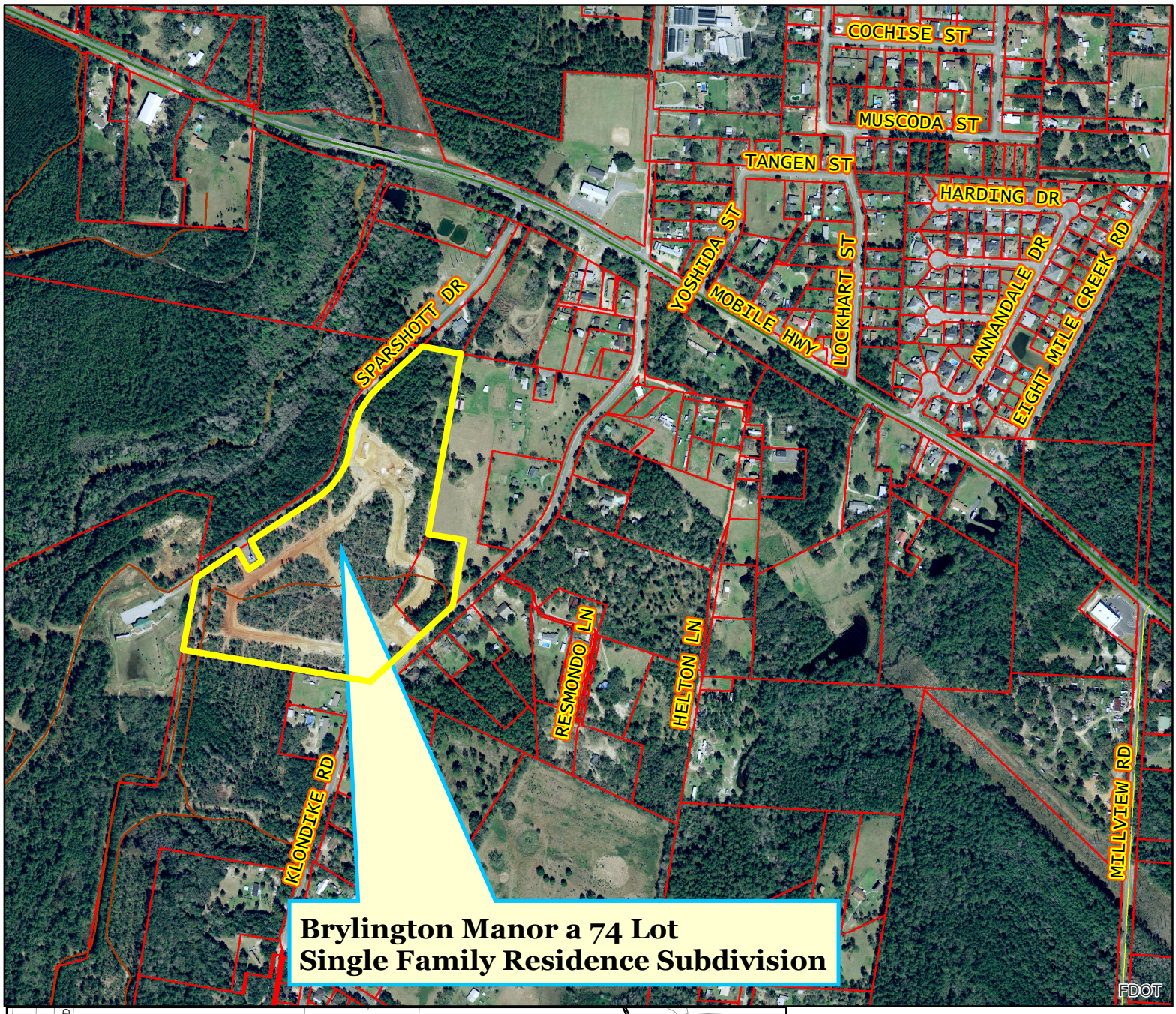
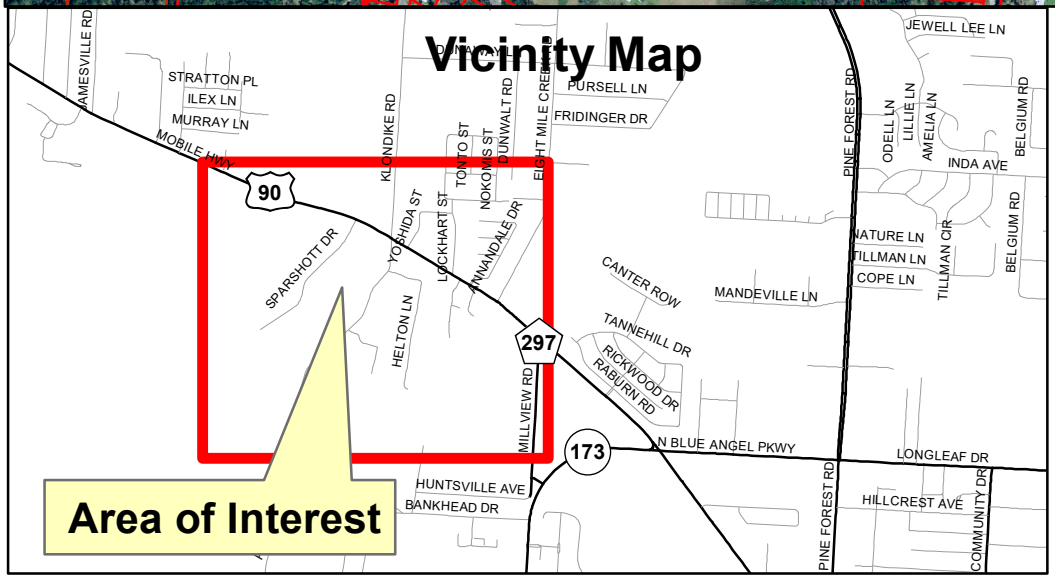
Final Plat ~ Brylington Manor
74 Lot Single Family Residences









Surveying RGG 02/14/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

May 18, 2018

Street Name Approval Letter

The following names have been submitted for approval:

Brylington Boulevard
Brylington Loop

The streets are located in:

Brylington Manor Subdivision

The name was requested by:

Rebol-Battle & Associates, LLC

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Brylington Manor

Lots & Blocks All (Lots 1-12 Block 'A'; Lots 1-9 Block 'B'; Lots 1-17 Block 'C'; Lots 1-36 Block 'D') **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Escambia County	Escambia County
Bridge(s)	N/A	N/A
Retention Pond(s)	Escambia County	Escambia County
Stormwater Conveyance or Easements (rear yard)	Escambia County	Escambia County
Easements between lots (side yard)	Homeowner	Homeowner
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA/Homeowner	ECUA-Sewer Force Main/Homeowners-Grinder Stations
Water System	ECUA	ECUA
Gas	ESP	ESP
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Bob Boccanfuso - Ashton LLP
Seller's Name

910 N. Navy Blvd.
Address

Pensacola, FL 32507
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

LOT	BLOCK	Type of Infrastructure	Responsibility	Ownership
1	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
2	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
3	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
4	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
5	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
6	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
7	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
8	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
9	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
10	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
11	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
12	A	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
1	B	5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
		Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner

		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
2	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
3	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
4	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
5	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
6	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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7	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
8	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
9	B	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
1	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
2	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
3	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
4	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
5	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner

		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
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		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
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		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
10	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
11	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
12	C	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
1	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
2	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
3	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
4	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
5	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
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		5' Drainage Easement along side property line	Homeowner	Homeowner
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10	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
11	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
12	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
13	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
14	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
15	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
16	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
17	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
18	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
19	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner

		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
20	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
21	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
22	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
23	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
24	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
25	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
26	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
27	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
28	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
29	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
30	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
31	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
32	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner

		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
33	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
34	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
35	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner
		5' Drainage Easement along side property line	Homeowner	Homeowner
		5' Utility Easement along Frontage R/W	Homeowner	Homeowner
36	D	Low Pressure Sewerage Grinder Station and Force Main Service	Homeowner	Homeowner

Prepared by:
Rebol-Battle & Associates, LLC
2301 North 9th Avenue, Suite 300
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY

This Two-Year Warranty Agreement (Agreement) is entered by and between **Ashton LLP**, a corporation organized under the laws of the State of Florida whose address is **910 N. Navy Blvd., Pensacola, FL 32507** (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for **Brylington Manor** Development, more particularly described as follows:

See Exhibit A (Legal Description) for **Brylington Manor** PB____PG____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

   a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

   b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

   c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to

or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a **Letter of Credit** (attached as Exhibit B) in the amount of **$37,043.86**, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be

returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Ron Harper

Ron Harper
(printed name)

WITNESS:

Ron Harper

Ron Harper
(printed name)

DEVELOPER/OWNER:

ASHTON LLP
(name of corporation)

By: Anthony B
(signature)

ANTHONY J BOCCANFUSO
(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY, 2020, by ANTHONY BOCCANFUSO as OWNER/MANAGER (title) of ASHTON LLP (name of corporation). He/She (NO) is personally known to me, or (X) has produced FL DL B251016462470 as identification.

JASON JOLLIFF
Notary Public-State of Florida
Commission # GG 334407
My Commission Expires
May 14, 2023

(Notary Seal)

Signature of Notary

JASON JOLLIFF
Name of Notary (printed)

WITNESS:

By:

Lindsey Mahonley

Title: Witness

Address: 2301 W. 9th AVE. #300
Pensacola, FL 32503

ENGINEER OF RECORD:

By:

Mark Evan Robertson II, PE

Title: Project Engineer

Address: 2301 N. 9th Ave, Suite 300
Pensacola, FL 32503

By: _____

Julie Jane Franklin

Title: Witness

Address: 2301 N. 9th Ave #300
Pensacola, FL 32503

19th day of February, 2020

WITNESS:

By: _____

Donald F. Spray

Title: CADD

Address: 2301 N. 9th Ave #300
Pensacola, FL 32503

By: _____

Julie Jane Franklin

Title: Witness

Address: 2301 N. 9th Ave #300
Pensacola, FL 32503

PRIME CONTRACTOR:

By: _____

Brett Moylan

Title: P.M.

Address: 1795 Detroit Blvd
Pensacola, FL 32534

19th day of February, 2020

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

_____ day of _____, 20___

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk
BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2-21-2020

Exhibit A
Legal Description of Development

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES) (2016.192)

COMMENCE AT 4" X 4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF GOVERNMENT LOT 6, SECTION 28, THE THOMAS ENGLISH GRANT, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS SHOWN ON THE PLAT RECORDED IN DEED BOOK 29, AT PAGE 139 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 09°00'25" EAST ALONG THE APPARENT WEST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 28 AND AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK (O.R.) 4511, AT PAGE (PG.) 2003 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 61.68 FEET; THENCE DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 2, PROCEED NORTH 55°58'48" EAST FOR A DISTANCE OF 45.70 FEET TO THE EAST BOUNDARY LINE OF THE KLONDIKE LANDFILL AS REVISED IN 1999 AND AS DESCRIBED IN O.R. 4511, AT PG. 2003 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED SOUTH 10°15'04" WEST ALONG SAID EAST BOUNDARY LINE FOR A DISTANCE OF 41.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE (R/W) OF SPARSHOTT DRIVE (60' PRIVATE R/W) (ENTRANCE ROAD - PARCEL "A") AS SHOWN ON A BOUNDARY SURVEY BY ESCAMBIA COUNTY ENGINEERING SERVICES (DRAWING NUMBER L-3999, DATED APRIL 1999) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY LINE, PROCEED NORTH 55°58'48" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 203.15 FEET; THENCE DEPARTING SAID R/W, PROCEED SOUTH 27°30'10" EAST FOR A DISTANCE OF 109.18 FEET; THENCE PROCEED NORTH 62°29'50" EAST FOR A DISTANCE OF 80.00 FEET; THENCE PROCEED NORTH 27°30'10" WEST FOR A DISTANCE OF 118.32 FEET TO A POINT ON SAID EASTERLY R/W OF SPARSHOTT DRIVE; THENCE PROCEED NORTH 55°58'48" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 386.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 393.63 FEET, A CENTRAL ANGLE OF 47°30'04", AND A CHORD BEARING AND DISTANCE OF NORTH 32°13'46" EAST, 317.07 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY R/W FOR A DISTANCE OF 326.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 08°28'44" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 50.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 435.72 FEET, A CENTRAL ANGLE OF 37°55'15" AND A CHORD BEARING AND DISTANCE OF NORTH 27°26'21" EAST, 283.14 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY R/W FOR A DISTANCE OF 288.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 46°23'59" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 312.68 FEET TO THE SOUTH LINE OF THAT PROPERTY AS DESCRIBED IN O.R. 2442, PG. 562 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY ALSO BEING THE NORTH LINE OF SAID SECTION 28 (THOMAS ENGLISH GRANT); THENCE DEPARTING SAID EASTERLY R/W LINE, PROCEED SOUTH 80°41'20" EAST ALONG THE SOUTH LINE OF SAID O.R. 2442, PG. 562 AND SAID NORTH LINE OF SECTION 28 FOR A DISTANCE OF 202.68 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN O.R. 4190, AT PG. 128 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING THE SOUTH LINE OF SAID O.R. 2442, PG. 562 AND SAID NORTH LINE OF SECTION 28, PROCEED SOUTH 09°16'14" WEST ALONG THE WEST LINE OF SAID O.R. 4190, PG. 128 FOR A DISTANCE OF 932.99 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT ON SAID WEST LINE; THENCE PROCEED SOUTH 79°17'37" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 180.92 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT; THENCE PROCEED SOUTH 09°17'19" WEST ALONG SAID

WEST LINE FOR A DISTANCE OF 345.86 FEET TO THE WESTERLY R/W OF KLONDIKE ROAD (58' R/W) AS DESCRIBED IN O.R. 4169, AT PG. 1321 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING THE WEST LINE OF SAID O.R. 4190, PG. 128, PROCEED SOUTH 46°47'36" WEST ALONG SAID WESTERLY R/W FOR A DISTANCE OF 589.36 FEET TO THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN O.R. 5024, AT PG. 1507 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID WESTERLY R/W PROCEED NORTH 80°27'44" WEST ALONG THE NORTH LINE OF SAID O.R. 5024, PG. 1507 FOR A DISTANCE OF 395.53 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID O.R. 5024, PG. 1507; THENCE DEPARTING SAID NORTH LINE, CONTINUE LAST COURSE PROCEED NORTH 80°27'44" WEST ON THE WESTERLY EXTENSION OF SAID NORTH LINE FOR A DISTANCE OF 523.92 FEET TO THE AFORESAID EAST BOUNDARY LINE OF THE KLONDIKE LANDFILL AS REVISED IN 1999; THENCE PROCEED NORTH 10°15'04" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 426.56 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 28, THE THOMAS ENGLISH GRANT, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 29.46 ACRES MORE OR LESS.

HARVESTERS
Federal Credit Union

EXHIBIT
tabbies
B

FEBRUARY 19, 2020 IRREVOCABLE LETTER OF CREDIT NUMBER #060123
EXPIRES IN TWO YEARS FROM FEBRUARY 19, 2020 UPON ASSURANCE TO ESCAMBIA COUNTY TO REPAIR THE ASPHALT FOR BRYLINGTON MANOR SUBDIVISON AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND FORTY-THREE DOLLARS & 86/100
($37,043.86) TOTAL

Issuer: Harvester Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533

Beneficiary:
Escambia County
3363 West Park Place
Pensacola, FL 32505
Attn: Joy Jones

Applicant:
Chavers Construction, Inc.
Ryan K. Chavers, President
1795 Detroit Blvd.
Pensacola, FL 32534

Purpose: Asphalt Repair – Brylington Manor

We hereby establish our irrevocable letter of credit in favor of Escambia County for THIRTY-SEVEN THOUSAND FORTY-THREE United States dollars & 86/100 ($37,043.86) in the aggregate available by negotiation of your drafts at sight drawn on Harvesters Federal Credit Union. Drafts must be drawn on Harvesters Federal Credit Union and presented at the place of expiration no later than the close of business on February 19, 2022 or upon completion/acceptance of repairs to the asphalt for Brylington Manor.

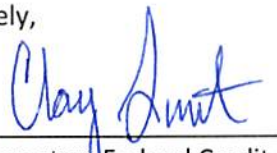
Drafts must indicate the number and date of this letter of credit stating "drawn on Harvesters Federal Credit Union under letter of credit #060123 dated February 19, 2020 for beneficiary Escambia County and must be accompanied by the following documents:

1. This original signed letter of credit;
2. A copy of the invoice(s) or account statement(s) representing the amount owed to the beneficiary by the applicant; and
3. A statement signed by an official of the beneficiary certifying that:
   a. the draft represents an unpaid past due amount owed to the beneficiary by the applicant; and
   b. the amount specified in the draft is correct to the best of said official's knowledge.

All drafts drawn and negotiated in compliance with the terms of this letter of credit shall be duly honored when presented at Harvesters Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533 on or before the close of business at that location on February 19, 2022 or upon successful completion/acceptance of repairs to the asphalt.

Please call the Credit Union at (850) 857-4328 if you have any questions about this Letter of Credit or its terms.

Sincerely,



For Harvesters Federal Credit Union
Clay Smith, Assistant Vice President

EXHIBIT "C"

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

February 20, 2020

Escambia County Dept. of Public Works / Engineering
3363 West Park Place
Pensacola, Florida 32505

Re: Letter of Credit for portions of Asphalt
Brylington Manor Subdivison
Klondike Road
RBA Project No.: 2016.192

To whom it may concern:

Portions of Asphalt within the newly constructed Brylington Manor have been deemed questionable by the County. After several field visits with the Contractor, the County has agreed to allow these areas be covered by a 2-year irrevocable line of credit. A cost estimate has been prepared by the Engineer of Record, Mark Evan Robertson II, and is attached with an exhibit showing the areas in question to be covered by this credit.

By averaging the three lowest bids from the December 1, 2018 to November 30, 2019 General Paving and Drainage Pricing Agreement, the total equates to $24,695.90. When a 150% contingency is added the total equates to 37,043.86.

An irrevocable line of credit from Harvesters Federal Credit Union has been provided by Chavers Construction Inc., the Contractor, for this amount. This line of credit is attached to the 2-Year Warranty Agreement that will be recorded with the subdivision.

If you have any questions or need any additional information, please do not hesitate call our office.

Sincerely,
Rebol-Battle & Associates, LLC

MARK EVAN ROBERTSON II
LICENSE
No. 83341
02/20/2020
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Mark Evan Robertson II, PE

Attachments

2301 N. 9th Avenue, Suite 300 • Pensacola, Florida 32503 • 850.438.0400 • Fax: 850.438.0448
www.rebol-battle.com

		PD16-17.081 General Paving and Drainage Pricing Agreement			Allsouth Construction Services LLC.		B&W Utilities Inc.		Chavers Construction, Inc.		Gulf Atlantic Constructors, Inc.		Gulf Marine Construction, Inc.		Heaton Brothers Construction		J. Miller		Midsouth Paving		Panhandle Grading & Paving, Inc.		Principle Properties Inc.		Roads, Inc. of NWF		Site and Utility, LLC		Utility Services Co., Inc	
		Valid From December 1, 2018 to November 30, 2019																											
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
01000-	*Insurance*																												
01100-	00100	Performance Bond																											
01100-	00101	Performance Bond		Per $1000	$30.00	$0.00	$18.75	$0.00	$20.00	$0.00	$25.00	$0.00	$20.00	$0.00	$3.50	$0.00	$20.00	$0.00	$9.00	$0.00	$11.50	$0.00	$1,000.00	$0.00	$10.50	$0.00	$25.00	$0.00	$12.00	$0.00
02000-	*Equipment*																												
02100-	00100	Mobilization																											
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,100.00	$2,100.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$2,300.00	$2,300.00	$1,600.00	$1,600.00	$2,400.00	$2,400.00	$2,000.00	$2,000.00	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$2,875.00	$2,875.00
02100-	00105	Demobilize	1	EA	$4,500.00	$4,500.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$2,630.00	$2,630.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,750.00	$1,750.00	$2,000.00	$2,000.00	$1,750.00	$1,750.00	$2,000.00	$2,000.00	$2,875.00	$2,875.00
05200-	00100	Roadway																											
05200-	00105	1 1/2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	992	SY	$10.25	$10,168.00	$8.00	$7,936.00	$9.00	$8,928.00	$8.40	$8,332.80	$16.00	$15,872.00	$9.00	$8,928.00	$10.50	$10,416.00	$8.58	$8,511.36	$5.98	$5,932.16	$9.50	$9,424.00	$6.00	$5,952.00	$10.50	$10,416.00	$10.50	$10,416.00
05200-	00107	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	682	SY	$12.75	$8,695.50	$10.50	$7,161.00	$10.00	$6,820.00	$11.30	$7,706.60	$18.00	$12,276.00	$10.50	$7,161.00	$11.55	$7,877.10	$11.44	$7,802.08	$8.15	$5,558.30	$10.75	$7,331.50	$8.05	$5,490.10	$11.50	$7,843.00	$15.00	$10,230.00
05500-	00100	Milling																											
05500-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	992	SY	$5.37	$5,327.04	$5.00	$4,960.00	$4.50	$4,464.00	$5.25	$5,208.00	$10.00	$9,920.00	$13.00	$12,896.00	$5.25	$5,208.00	$3.95	$3,918.40	$1.90	$1,884.80	$5.00	$4,960.00	$1.90	$1,884.80	$5.00	$4,960.00	$4.25	$4,216.00
05500-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	682	SY	$5.90	$4,023.80	$5.00	$3,410.00	$5.00	$3,410.00	$5.25	$3,580.50	$12.00	$8,184.00	$17.00	$11,594.00	$5.50	$3,751.00	$4.80	$3,273.60	$2.00	$1,364.00	$6.00	$4,092.00	$2.00	$1,364.00	$5.00	$3,410.00	$5.25	$3,580.50
06000-	*Roadway Preparation*																												
06100-	00100	Stabilization																											
06100-	00109	Prime Coat	1674	SY	$1.50	$2,511.00	$0.95	$1,590.30	$0.85	$1,422.90	$1.15	$1,925.10	$2.00	$3,348.00	$1.00	$1,674.00	$0.80	$1,339.20	$0.70	$1,171.80	$0.75	$1,255.50	$1.50	$2,511.00	$0.70	$1,171.80	$1.20	$2,008.80	$1.00	$1,674.00
			Sub Totals			$37,725.34		$29,057.30		$32,544.90		$31,483.00		$55,100.00		$50,253.00		$33,391.30		$28,277.24		$20,144.76		$32,318.50		$19,212.70		$32,637.80		$35,866.50
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$2,850.00		$1,500.00		$1,800.00		$1,580.00		$5,000.00		$2,800.00		$2,000.00		$5,000.00		$1,800.00		$3,000.00		$1,800.00		$2,500.00		$3,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$1,217.26		$572.95		$686.90		$826.58		$1,202.00		$185.69		$707.83		$299.50		$0.00		$35,318.50		$0.00		$878.45		$466.40
			Grand Total			$41,792.60		$31,130.25		$35,031.80		$33,889.58		$61,302.00		$53,238.69		$36,099.13		$33,576.74		$21,944.76		$70,637.00		$21,012.70		$36,016.25		$39,332.90
		Balance of Line (may not exceed 25% of total cost)	Qty	Units																										
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Balance of Line Total				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Additional Performance and Payment Bond				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Revised Grand Total with BOL				$41,792.60		$31,130.25		$35,031.80		$33,889.58		$61,302.00		$53,238.69		$36,099.13		$33,576.74		$21,944.76		$70,637.00		$21,012.70		$36,016.25		$39,332.90

$5,022.00

Three Lowest Bids

MARK EVAN ROBERTSON II
LICENSE
No. 83341
PROFESSIONAL ENGINEER
02/20/2020
STATE OF
FLORIDA

HORIZONTAL SCALE

100 0 50 100 200 400

(IN FEET)
1 INCH = 100FT.

Boundary Line Table		
Line #	Length	Direction
L1	109.18	S 27°33'29" E
L2	80.00	N 62°26'31" E
L3	118.32	N 27°33'29" W
L4	50.51	N 08°25'24" E

LEGEND

WETLAND

EXISTING 25' WETLAND BUFFER

1

2

3

4

22-15-31-4102-009-003
TULLOS SCARLETT STACEY
7200 BLOCK MOBILE HIGHWAY
VACANT RESIDENTIAL
OFFICIAL RECORDS BOOK 7692, PAGE 940

22-15-31-4102-010-003
TULLOS SCARLETT STACEY
7230 SPARSHOTT DR.
SINGLE FAMILY RESIDENCE
ZONING: HC/LI
FUTURE LAND USE: MU-S

22-15-31-4102-009-003
SUSIE JOYE AND NICHOLAS ROGERS
7211 MOBILE HIGHWAY
EXISTING RESIDENCE
ZONING: HC/LI
FUTURE LAND USE: MU-S

28-15-31-1000-006-001
HOYT HINSON
7145 KLONDIKE ROAD
EXISTING RESIDENCE
OFFICIAL RECORDS BOOK 4190, PAGE 128
ZONING: HDMU
FUTURE LAND USE: MU-S

28-15-31-1000-001-002
INTERNATIONAL PAPER COMPANY
6900 BLOCK KLONDIKE ROAD
ZONING: LDR
FUTURE LAND USE: MU-S

28-15-31-1000-001-003
ESCAMBIA COUNTY
7200 SPARSHOTT DRIVE
OFFICIAL RECORDS BOOK 4511, PAGE 2003
ZONING: LDMU
FUTURE LAND USE: MU-S

28-15-31-1000-001-002
INTERNATIONAL PAPER COMPANY
6900 BLOCK KLONDIKE ROAD
ZONING: LDR
FUTURE LAND USE: MU-S

28-15-31-1000-003-007
LOUISE PATE
6915 KLONDIKE ROAD
EXISTING RESIDENCE
OFFICIAL RECORDS BOOK 5024, PAGE 1507
ZONING: LDR
FUTURE LAND USE: MU-S

S 80°44'39" E 202.68'

BENCHMARK 17-03-600
EL: 24.07'

BENCHMARK 17-03-604
EL: 23.59'

BENCHMARK 17-03-608
EL: 41.25'

BENCHMARK 17-03-60C
EL: 58.62

BENCHMARK 17-03-73
EL: 76.89'

N 45°20'39" E 312.69'

NWFWMD, ACOE & ESCO JURISDICTIONAL WETLAND LINE BY WETLAND SCIENCES, INC. ON 3-22-2017 (1.11 ACRES)

25' WETLAND BUFFER

ZONE AE

ZONE X

R=435.72'
L=288.38'
Δ=37°55'16"
Ch=283.15'
Ch Brg=N 27°23'02" E

???

5' WIRE FENCE WITH BARBED WIRE

S 09°12'54" W
934.5' (D) 932.99' (F)

ZONING: HDMU

ZONING: LDR

PARCEL BB
PUBLIC DRY
STORMWATER POND
46,246 SF

Asphalt Areas covered by Line of Credit

R=393.63'
L=326.33'
Δ=47°29'59"
Ch=317.07'
Ch Brg=N 32°10'29" E

PARCEL II
15' PUBLIC DRAINAGE
RIGHT-OF-WAY
9,395 SF

Block A

Block B

N 55°35'28" E 386.31'

N 55°35'28" E 203.15'

PARCEL DD
MAILBOX
PRIVATE
1,770 SF

BRYLINGTON BOULEVARD
(FUTURE 60' PUBLIC R/W)

90' PUBLIC R/W

PARCEL JJ
15' PUBLIC DRAINAGE
RIGHT-OF-WAY
19,961 SF

S 79°20'56" E
181.10' (D) 180.92' (F)

5' WIRE FENCE WITH BARBED WIRE

S 09°14'08" W 345.86' (F)

PARCEL JJ
15' PUBLIC DRAINAGE
RIGHT-OF-WAY
19,961 SF

PARCEL CC
PUBLIC
RIGHT-OF-WAY DEDICATION
936 SF

PARCEL HH
COMMON AREA
PRIVATE
1,876 SF

S 46°44'16" W 590.36' (F)

PARCEL FF
SIGN PARCEL
PRIVATE
202 SF

PARCEL GG
PUBLIC
RIGHT-OF-WAY DEDICATION
992 SF

PARCEL EE
15' PUBLIC DRAINAGE
RIGHT-OF-WAY
29,039 SF

N 80°31'04" W 919.45' (F)

PARCEL EE
15' PUBLIC DRAINAGE
RIGHT-OF-WAY
29,039 SF

N 10°11'44" E 426.56'

(REFERENCE BEARING)
N 10°11'44" E
1513.05 (DSC) 1513.08' (F)

4' BARBED WIRE FENCE

LOT 3
LOT 6

LOT 2
LOT 7

OLD KLONDIKE LANDFILL

FOUNDATION NOTE:
STEM WALL FOUNDATIONS OR RETAINING WALLS MAY BE REQUIRED TO COMPLY WITH LOT GRADING PLAN. ANY RETAINING WALL TALLER THAN 2-FT SHALL BE PERMITTED THROUGH THE BUILDING INSPECTION DEPARTMENT PRIOR TO CONSTRUCTION.

SUBDIVISION SIGN NOTE:
PER SECTION 5-8.7 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE: TWO IDENTIFICATION SIGNS PER RESIDENTIAL SUBDIVISION OR DEVELOPMENT ENTRANCE.
AREA MAXIMUM = 32 SQUARE FEET
HEIGHT MAXIMUM = 6 FEET FROM GRADE
SETBACK MINIMUM = 10 FEET

REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0460 Fax 850.438.0446
EB #0000687

SITE LAYOUT & DIMENSION PLAN

Brylington Manor Subdivision
A 74 LOT SUBDIVISION
KLONDIKE ROAD
ESCAMBIA COUNTY, FLORIDA

No.	DATE	REVISION

SEAL

AS-BUILT

MARK EVAN ROBERTSON II
LICENSE
No. 83341
02/20/2020
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Mark Evan Robertson II, P.E.
No.83341

Dr. By: CBD
Ck By: MER
Job No.: 2016.192
Date: 12/5/2019

DRAWING No.

C2.0
SHEET 6 OF 58

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17521 **Growth Management Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/05/2020
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

April 2, 2020

A. 5:45 p.m. - A Public Hearing - CIP Ordinance

Summary: The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

B. 5:46 p.m. - A Public Hearing - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

C. 5:47 p.m. - A Public Hearing - Perdido Landfill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

D. 5:48 p.m. - A Public Hearing - Brickton Borrow Pit Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.

E. 5:49 p.m. - A Public Hearing - Eager Beaver Recycling Permit Renewal

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 2170 Longleaf Drive.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17533 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Request for Disposition of Property - Recommend Authorization Be Given to Dispose Obsolete Equipment
From: Kris Blom, IT Supervisor
Organization: State Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Request for Disposition of Property for the Office of the State Attorney - Dispose of Obsolete Equipment/Computers - Kris Blom, Information Technology Director, Office of the State Attorney

That the Board approve the three Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested they be declared surplus and disposed of properly.

BACKGROUND:
IT equipment purchased from Article 5 funding by Office of State Attorney.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Approved by Kris Blom, IT Director, Office of State Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

state-attorney-disposal-forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: STATE ATTORNEY COST CENTER NO: 410306

Kris Blom DATE: 2/11/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55075	Lexmark Printer	S79082YD	T644	06	OBSOLETE
Y	E55695	Lexmark Printer	7911H6Y	T644	07	OBSOLETE
Y	E55824	Lexmark Printer	7911HLC	T644	07	OBSOLETE
Y	E55947	Lexmark Printer	791B656	T644N	07	OBSOLETE
Y	E57407	Savin Copier	M6285000202	9033/3350	08	OBSOLETE
Y	E57408	Lexmark Printer	7929K9X	T644	08	OBSOLETE

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/11/2019 Information Technology Technician Signature: Stacey L King

Date: 4/11/2019

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: STATE ATTORNEY COST CENTER NO: 410306

Kris Blom DATE: 2/11/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E57414	Swich	CN0WK630-28298-7CB-0199	Power Connect 5448	08	OBSOLETE
Y	E57415	Switch		Power Connect 5448	08	OBSOLETE
Y	E58334	Server	6M3GVH1	Power Edge 2950	09	OBSOLETE
Y	E58727	Switch	C1HVFH1	Powerconnect 5448	10	OBSOLETE
Y	E59026	Scanner		S412907	11	OBSOLETE
Y	E59432	Laptop	GVLKB51	Latitude E6520	12	OBSOLETE

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 2/11/2020 Information Technology Technician Signature: Stacey C King

Date: 2/11/2020

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: STATE ATTORNEY COST CENTER NO: 410306

Kris Blom DATE: 2/11/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. B Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E59843	Portable Radio	687CNK0060	XTS1500	12	OBSOLETE
Y	E60760	Multi-funtion Printer	DD135120104003	MFX-3530	14	OBSOLETE
Y	E60761	Multi-funtion Printer	DD135120104002	MFX-3530	14	OBSOLETE
Y	E61757	Multi-funtion Printer	20185005	3530	14	OBSOLETE
Y	E57266	Printer	MY7904C06T	23100		OBSOLETE

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 2/11/2020 Information Technology Technician Signature: Stacey L King

Date: 2/11/2020

FROM: Escambia County Department Director (Signature): K. B

Director (Print Name): Kris Blom

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17573 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Community Redevelopment Agency Meeting Minutes, February 6, 2020
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 6, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On March 5, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this Recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

CRA_Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 6, 2020
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Steven Barry, Commissioner, District 5
Absent:	Robert Bender, Commissioner, District 4
Staff Present:	Alison Rogers, County Attorney
	Janice P. Gilley, County Administrator
	Clara Long, Interim Neighborhood and Human Services Dept

Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 7, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the January 7, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim Neighborhood & Human Services Interim Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo & Lynn Cruz Trust, owners of residential property located at 100 Rue Max, Barrancas Redevelopment District, each in the amount of $4,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

2. The Agreements between Escambia County CRA and Amber Lynn Gist, owner of residential property located at 514 Wayne Avenue, Warrington Redevelopment District, each in the amount of $4,480 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

3. The Agreements between Escambia County CRA and Michael J. and Allyn S. Pophin, owners of residential property located at 602 McCarroll Road, Warrington Redevelopment District, each in the amount of $4,150 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Interim Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Richard A. Browning	110 Brandywine Road	$5,522
Brian M. Curley, Trustee for Brian M. Curley, Trust	6 Lakewood Road	$2,897
Brian M. Curley, Trustee for Brian M. Curley, Trust	15 Ruberia Avenue	$3,500
Brian M. Curley, Trustee for Brian M. Curley, Trust	208 Ruberia Avenue	$6,000
Ema Elizabeth Sanderson	216 West Sunset Avenue	$4,250

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

3 Recommendation Concerning the Request for Subordination of Residential Rehab Grant Program Lien Agreement for property located at 308 Bryant Road – Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the Residential Rehab Grant Program Lien Agreement between Escambia County Community Redevelopment Agency and James C. and Cheryl I. Tellefson:

A. Approve the Request for Subordination of Residential Rehab Grant program Lien agreement in the amount of $5,640, which 1-year term will expire and depreciate to zero (0) on May 29, 2020, for property located at 308 Bryant Road in the Warrington Redevelopment District to enable property owners to secure financing required to complete further improvements to the subject property; and

B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and any related documents required to complete and implement this process including any actions that may be required of the County Attorney's office.

[Funding; N/A]

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

IV. Discussion/Information Items

- **D3 Request to Increase Neighborhood Clean Sweep with the assistance of the City of Pensacola. With the addition from 10 annually to 12. County Administration will speak with City Mayor regarding this request.**

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17525 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Noise Waivers for the 2020 Seasonal Fireworks Exhibitions Near the Portofino Pier
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2020 Seasonal Fireworks Displays, Launched From a Floating Platform Near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board approve the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use.) Each Noise Waiver Application listed below coincides with an Application for a fireworks exhibition for the 2020 Seasonal Fireworks Displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach.

A. Application for May 24, 2020, 9:00 p.m. to 9:15 p.m.;
B. Application for June 5, 2020, 9:00 p.m. to 9:15 p.m.;
C. Application for June 12, 2020, 9:00 p.m. to 9:15 p.m.;
D. Application for June 17, 2020, 9:45 p.m. to 10:00 p.m.;
E. Application for June 26, 2020, 9:00 p.m. to 9:15 p.m.;
F. Application for July 4, 2020, 9:00 p.m. to 9:15 p.m.;
G. Application for July 10, 2020, 9:00 p.m. to 9:15 p.m.;
H. Application for July 17, 2020, 9:00 p.m. to 9:15 p.m.;
I. Application for July 24, 2020, 9:00 p.m. to 9:15 p.m.;
J. Application for July 31, 2020, 9:00 p.m. to 9:15 p.m.;
K. Application for August 7, 2020, 9:00 p.m. to 9:15 p.m.;

L. Application for September 6, 2020, 9:00 p.m. to 9:15 p.m.;
M. Application for October 31, 2020, 9:00 p.m. to 9:15 p.m.; and
N. Application for January 1, 2021, 12:00 a.m. to 12:15 a.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001 for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety and welfare of the citizens of Escambia County, and promoting an environment free from sound and disruptive of peace and good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel ratingsbeyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate government objective. On January 16, 2014, the BCC adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, CHapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary, to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event Permit for each exemption approved in this recommendation.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of each waiver.

Attachments

Site Map
Application - May 24 2020
Application - June 5 2020
Application - June 12 2020
Application - June 17 2020
Application - June 26 2020
Application - July 4 2020
Application - July 10 2020
Application - July 17 2020
Application - July 24 2020
Application - July 31 2020
Application - August 7 2020
Application - September 6 2020
Application - October 31 2020
Application - January 1 2021



Customer: Premier Island Management
Show Date: 2020 Season
Show Address: Barge on Pensacola Bay, Pensacola Beach, FL 32561
Show Site Lat / Long: N/A
Show Time: See Schedule
Rain Date: TBD

Show Name: Portofino Island Resort 2020 Season
Maximum Shell Size: 4"
Safety Fallout Radius: 280'
Storage Required: No
Diagram Created: 12/04/19
Diagram Created By: JDS

BOARD OF COUNTY COMMISSIONERS
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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022978SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 05-24-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season. (Memorial Day Weekend Display 2020)
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022981 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	***Description of Activity:***
06-05-2020	Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM	***Ending Time:*** 9:15PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022.982SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	***Description of Activity:***
06-12-2020	Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM	***Ending Time:*** 9:15PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 20022983SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1131	
Owner's Name:		**Phone Number:**	
Owner's Address: P.O. Box 1776			
City: LaFollette	**State:** TN	**Zip Code:** 37766	
Job Address: 10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 06-17-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season. (Second Baptist Church Display 2020)
Beginning Time: 9:45PM ***Ending Time:*** 10:00PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022984SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 06-26-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	2002298SSE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 07-04-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season. (Independence Day Display 2020)
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022986 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 07-10-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 20022981SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1131	
Owner's Name:		**Phone Number:**	
Owner's Address: P.O. Box 1776			
City: LaFollette	**State:** TN	**Zip Code:** 37766	
Job Address: 10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 07-17-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022988 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 07-24-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022989 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 07-31-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022990SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1131
Owner's Name:		**Phone Number:**	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 08-07-2020	***Description of Activity:*** Premier Island Management - Portofino Island Resort 2020 Season.
Beginning Time: 9:00PM ***Ending Time:*** 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-3-2020
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022991SE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1131	
Owner's Name:		Phone Number:	
Owner's Address: P.O. Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: 10 Portofino Drive, Pensacola Beach, FL 32561		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
09-06-2020	Premier Island Management - Portofino Island Resort 2020 Season. (Labor Day Display 2020)
Beginning Time: 9:00PM / *Ending Time:* 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 2-3-2020
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022992SE
Building Permit Number:	
Approved By:	Date:

Applicant:	Pyro Shows, Inc.	Phone Number:	800-662-1131
Owner's Name:		Phone Number:	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	State: TN	Zip Code: 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 10-31-2020	*Description of Activity:* Premier Island Management - Portofino Island Resort 2020 Season. (HOA Party 2020)
Beginning Time: 9:00PM *Ending Time:* 9:15PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 2-3-2020
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	20022993SE
Building Permit Number:	
Approved By:	Date:

Applicant:	Pyro Shows, Inc.	Phone Number:	800-662-1131
Owner's Name:		Phone Number:	
Owner's Address:	P.O. Box 1776		
City:	LaFollette	State: TN	Zip Code: 37766
Job Address:	10 Portofino Drive, Pensacola Beach, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: ~~12-31-2020~~ 1-1-2021 JAH	*Description of Activity:* Premier Island Management - Portofino Island Resort 2020 Season. (New Year's Display 2020)
Beginning Time: Midnight / *Ending Time:* 12:15AM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 12-3-2020
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17578 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Noise Waivers for the Soundside Merchants Association Crawfish Festival
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Soundside Merchants Association Crawfish Festival Fireworks Display - Tim Tolbert, Building Official/Department Director

That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Soundside Merchants Association Crawfish Festival Fireworks Display to be launched from a barge offshore near 400 Quietwater Beach Road on April 18, 2020, from 8:00 p.m. to 8:30 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001 for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety and welfare of the citizens of Escambia County, and promoting an environment free from sound and disruptive of peace and good order. On July 23, 2013,

the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel ratingsbeyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate government objective. On January 16, 2014, the BCC adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, CHapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary, to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event Permit for each exemption approved in this recommendation.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of each waiver.

Attachments

Application
Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	2002 3970 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant:	Pyro Shows, Inc.	**Phone Number:**	800-662-1331
Owner's Name:	Lansden E Hill, Jr.	**Phone Number:**	423-494-4202
Owner's Address:	P.O. Box 1776		
City:	LaFollette	**State:** TN	**Zip Code:** 37766
Job Address:	Offshore at 400 Quitwater Beach Rd, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

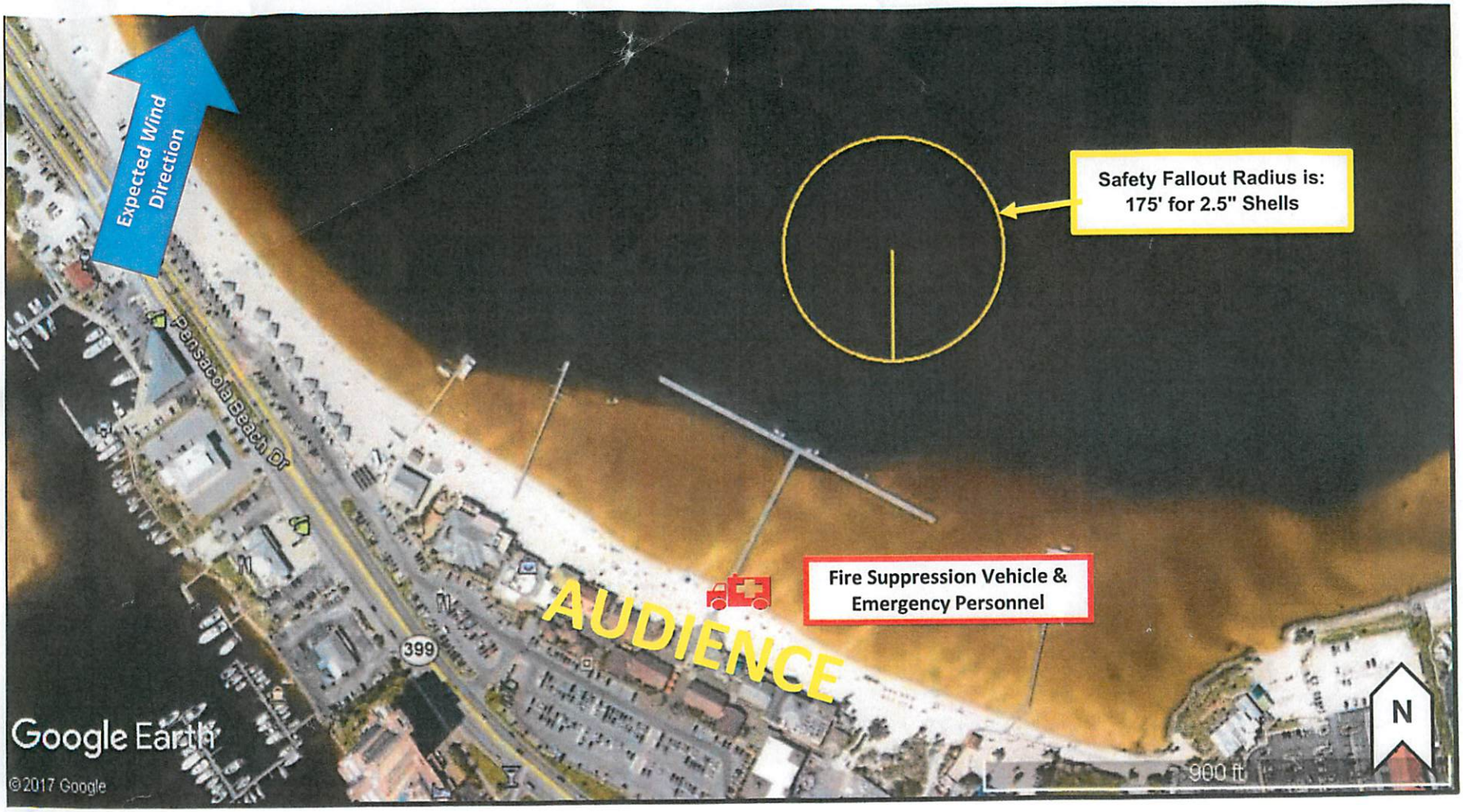
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	***Description of Activity:***
April 18, 2020	Soundside Merchants Association (Crawfish Festival) fireworks display performed by Pyro Shows.
Beginning Time: 8:00PM ***Ending Time:*** 8:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2-18-2020
Applicant Signature:	



Customer: Soundside Merchants Assoc Inc.
Show Date: Saturday, April 18, 2020
Show Address: Offshore at 400 Quietwater Beach Road, Pensacola Beach, FL 32561
Show Site Lat / Long: 30.337163, -87.140372
Show Time: 8:00 PM
Rain Date: N/A

Show Name: Crawfish Festival
Maximum Shell Size: 2.5"
Safety Fallout Radius: 175'
Storage Required: No
Diagram Created: 01/29/20
Diagram Created By: JDS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17558 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Scheduling a Public Hearing Concerning the Repeal and Replacement of Chapter 14 of the Escambia County Code Ordinances
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Repeal and Replacement of Chapter 14 of the Escambia County Code of Ordinances - Tim Tolbert, Building Official/Department Director

That the Board authorize the scheduling of a Public Hearing for April 2, 2020, at 5:35 p.m., for the purpose of receiving comments from the public concerning the repeal and replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations."

BACKGROUND:

This proposed repeal and replacement of the Escambia County Code of Ordinances Chapter 14 entitled "Buildings and Building Regulations" will bring current the previously adopted Chapter 14 which is in the best interest of the County and its citizens. The previously adopted Chapter 14 contains items that are now obsolete within the Florida Building Code. Code references in the current Chapter 14 are no longer in effect, including but not limited to, the local wind speed map designations, permitting exemptions, and annual permitting allowances.

The Building Officials Association of Florida provides a model Administrative Code for the 6th Edition (2017) Florida Building Code that most jurisdictions within Florida adapt to meet their local requirements and adopt. Building Services has taken this model Administrative Code and inserted our local requirements for review as a proposed repeal and replacement to the current Escambia County Code of Ordinances Chapter 14.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Requests for public hearing do not require legal sign-off.

PERSONNEL:
No change in personnel results from this action.

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board of County Commissioners must approve the scheduling of Public Hearings.

IMPLEMENTATION/COORDINATION:
The citizens of Escambia County will be notified of the date, time and place of the Public Hearing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17534 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: 5:32 p.m. Public Hearing Request - Makenna Estates Subdivision Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Makenna Estates Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:32 p.m., to consider adoption of an Ordinance creating the Makenna Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The majority owners of Makenna Estates Subdivision, Adams Homes, LLC, and Mekanna Development, LLC, submitted letters of request asking to create a street lighting MSBU. The letters of request are sufficient to meet the MSBU Guidelines and Procedures because the majority owners own greater than 55% of parcels in the subdivision.

The Makenna Estates Subdivision Street Lighting MSBU plan proposal:
* 88 assessable lots located in Commission District 1
* 31 street lights
* Assessments are estimated to be:
  1st year - $167 (includes a reserve and 16 months of costs),
  Subsequent years - $117

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the Public Hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17554 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: 5:33 p.m. Public Hearing Request - Sonoma Ridge Subdivision Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Sonoma Ridge Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on April 2, 2020, at 5:33 p.m., to consider adoption of an Ordinance creating the Sonoma Ridge Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The builder of Sonoma Ridge Subdivision, Breland Homes Coastal, LLC, submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the builder owns greater than 55% of parcels in the subdivision.

The Sonoma Ridge Subdivision Street Lighting MSBU plan proposal:
* 73 assessable lots located in Commission District 1
* 16 street lights
* Assessments are estimated to be:
  Year 1 - $120.53 (includes a reserve and 18 months of lighting service)
  Year 2 and beyond - $75.33

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the Public Hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17551 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule - Janice P. Gilley, County Administrator

That the Board approve the Revised 2020 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on Tuesday, September 8, 2020, at 5:31 p.m., and Tuesday, September 22, 2020, at 5:31 p.m., respectively.

The Budget Workshops have also been scheduled for Tuesday, July 14, 2020, at 9:00 a.m., and Wednesday, July 15, 2020, at 9:00 a.m.

BACKGROUND:
Each year, the Board of County Commissioners approve their annual meeting schedule. A revised schedule is approved once the Budget Public Hearings for the year are scheduled.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Revised 2020 Meeting Schedule

REVISED 2020 MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	REVISED DATE	CAR DEADLINE 9:00 a.m.	COMMITTEE OF THE WHOLE DEADLINE 9:00 a.m.
*Regular Board Meeting	January 7, 2020	5:30 p.m.		December 16, 2019	
Committee of the Whole	January 16, 2020	9:00 a.m.			January 10, 2020
Regular Board Meeting	January 23, 2020	9:00 a.m.		January 13, 2020	
Regular Board Meeting	February 6, 2020	5:30 p.m.		January 27, 2020	
Committee of the Whole	February 13, 2020	9:00 a.m.			February 7, 2020
Regular Board Meeting	February 20, 2020	9:00 a.m.		February 10, 2020	
Regular Board Meeting	March 5, 2020	5:30 p.m.		February 24, 2020	
Committee of the Whole	March 12, 2020	9:00 a.m.			March 6, 2020
Regular Board Meeting	April 2, 2020	5:30 p.m.		March 23, 2020	
Committee of the Whole	April 9, 2020	9:00 a.m.			April 3, 2020
*Regular Board Meeting	April 14, 2020	9:00 a.m.		April 1, 2020	
Regular Board Meeting	May 7, 2020	5:30 p.m.		April 27, 2020	
Committee of the Whole	May 14, 2020	9:00 a.m.			May 8, 2020
Regular Board Meeting	May 21, 2020	9:00 a.m.		May 11, 2020	
Regular Board Meeting	June 4, 2020	5:30 p.m.		May 22, 2020	
*Committee of the Whole	June 16, 2020	9:00 a.m.			June 10, 2020
Regular Board Meeting	June 18, 2020	9:00 a.m.		June 8, 2020	
Regular Board Meeting	July 2, 2020	5:30 p.m.		June 22, 2020	
Committee of the Whole	July 9, 2020	9:00 a.m.			July 1, 2020
Budget Workshop (All Day)	July 14, 2020	9:00 a.m.			
Budget Workshop (All Day)	July 15, 2020	9:00 a.m.			
Regular Board Meeting	July 16, 2020	9:00 a.m.		July 6, 2020	
Regular Board Meeting	August 6, 2020	5:30 p.m.		July 27, 2020	
Committee of the Whole	August 13, 2020	9:00 a.m.			August 7, 2020
Regular Board Meeting	September 3, 2020	5:30 p.m.		August 24, 2020	
*Committee of the Whole	September 8, 2020	9:00 a.m.	September 24, 2020		September 17, 2020
First Budget Public Hearing	September 8, 2020	5:31 p.m.			
Regular Board Meeting	September 17, 2020	9:00 a.m.		September 4, 2020	
Second Budget Public Hearing	September 22, 2020	5:31 p.m.			
Regular Board Meeting	October 1, 2020	5:30 p.m.		September 21, 2020	
Committee of the Whole	October 8, 2020	9:00 a.m.			October 2, 2020
Regular Board Meeting	October 15, 2020	9:00 a.m.		October 5, 2020	
Regular Board Meeting	November 5, 2020	5:30 p.m.		October 26, 2020	
Committee of the Whole	November 12, 2020	9:00 a.m.			November 6, 2020
***Regular Board Meeting**	November 17, 2020	9:00 a.m.		November 2, 2020	
*Committee of the Whole	December 8, 2020	9:00 a.m.			December 1, 2020
*Regular Board Meeting	December 10, 2020	5:30 p.m.		November 30, 2020	
Regular Board Meeting	January 7, 2021	5:30 p.m.		December 16, 2020	
Committee of the Whole	January 14, 2021	9:00 a.m.			January 8, 2021

*Date changed due to New Year's Holiday/FAC's ACC Class

*2nd BCC Meeting in March Canceled due to Spring Break

*2nd BCC Meeting in April date changed due to FAC ACC Class

*Committee of the Whole date changed due to FAC Annual Conference

*Committee of the Whole date changed due to FAC Innovation and Policy Conference

***2nd Board Meeting in November changed by Florida Statutes for Commissioner's Installation**

*Regular Board Meeting/Committee of the Whole dates changed due to FAC's Legislative Policy Conference

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17584 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Gallery Night Pensacola, Inc. Event
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Gallery Night Pensacola, Inc., to Use the County Tax Collector Courtyard as a Performance Venue on March 20, 2020 - Janice P. Gilley, County Administrator

That the Board approve, and authorize the County Administrator to sign, the Hold Harmless Agreement and Indemnification Agreement for Gallery Night Pensacola, between Escambia County, Florida, and Gallery Night Pensacola, Inc., for use of the County Tax Collector Courtyard as a performance venue on March 20, 2020, from approximately 4:00 p.m. to 11:00 p.m.

BACKGROUND:

In order to use a County facility, a Hold Harmless Agreement(s) is prepared with the Agency/Agencies requesting the use. As part of the "Dancin' in the Streets" themed event on March 20, 2020, Gallery Night Pensacola, Inc., is hoping to provide a platform for local dance groups of all ages, an inspiring movement-based event that promotes local culture, youth performance, physical fitness, and the art of movement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gallery Night Hold Harmless Agreement

Gallery Night of Pensacola, Inc. W9

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Gallery Night Pensacola, Inc., a Florida not-for-profit corporation (hereinafter referred to as "GNP"), FEI/EIN 81-3980482, whose principal address is 120 Main Street, Suite D, Pensacola, Florida 32502.

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the County and GNP hereby agree as follows:

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

2. **Use of Premises.** Subject to the terms and conditions set forth herein, GNP will be permitted to access and use the exterior of the plaza entrance of the Ernie Lee Magaha Government Building located at 221 Palafox Place (hereinafter referred to as the "Premises") during the Gallery Night Pensacola Event occurring from 4:00 p.m. until 11:00 p.m. on March 20, 2020 (hereinafter referred to as the "Event"). GNP shall remove all equipment and other personal property from the Premises no later than 11:00 p.m. Thereafter, GNP may be permitted to access the Premises for post-event trash clean-up. GNP shall restore the Premises to the original condition on or before 6:00 a.m. on Saturday, March 21, 2020.

3. **General Requirements.**

   (a) At the discretion of the County, GNP may be required to provide security and/or police protection during the Event. Said protection shall be at the sole expense of GNP and shall be subject to the approval of the County Administrator.

   (b) GNP agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of GNP's use of the Premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold GNP solely liable, to the exclusion of the County, for any expense, damage or liability arising out of GNP's use of the Premises.

   (c) Any decorations or other equipment on the Premises must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors, and must also be approved by the County Administrator, or designee, prior to installation.

   (d) Nothing in the Agreement shall be construed as making GNP an agent or employee of the County or as creating a relationship of a partnership or a joint venture between GNP and County.

   (e) GNP may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.

   (f) GNP shall restore the Premises to the original condition before leaving the Premises. At the County's discretion, GNP must agree to restore or pay the cost

of restoring the Premises to the original condition, less depreciation occasioned by normal usage.

(g) No alcoholic beverages will be permitted on the Premises.

(h) The County, its employees, and/or agents shall not be responsible for any items left on the Premises prior to, during, or after the Event.

(i) Any and all activities conducted on the subject Premises must comply with all applicable fire laws, will be subject to the prior approval and to prior inspection by the County pursuant to the Escambia County Code of Ordinances, and must comply with any applicable state laws.

(j) GNP shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject Premises, and to that end, GNP shall not be deemed an agent of the County. GNP shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Premises. Further, GNP shall take prompt action where loss control/safety measures would be reasonably expected.

4. Hold Harmless. GNP agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its elected and appointed officials, employees, volunteers, representatives and agents from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to GNP 's use or possession of the Premises for the Event. GNP 's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

5. Insurance. For all activities conducted on the Premises, GNP shall obtain the following insurance coverage:

a) General Liability Coverage, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c) Florida statutory workers' compensation coverage for all workers' compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with §440.02(13)(d) and §440.10(1)(g), Florida Statutes. GNP shall also purchase any other coverages required by law for the benefit of employees.

d) GNP agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.

e) GNP shall require, and shall be responsible for assuring throughout the term of the Agreement, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

f) The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

g) These insurance requirements shall not limit the liability of GNP. The foregoing coverage requirements are merely minimums, and the County does not represent that these types or amounts of insurance will be sufficient or adequate to protect GNP's interests or liabilities.

h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of GNP 's liability insurance policies (excluding professional liability and workers' compensation insurance policies).

i) The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change.

j) GNP hereby waives its right of recovery against the County, to the extent permitted by its insurance policies.

k) Insurance required of GNP or any other insurance of GNP shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims or obligations, which arise out of this Agreement.

l) Evidence/Certificates of Insurance:

1. Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

2. New Certificates of Insurance are to be provided to the County at least thirty (30) days prior to coverage renewals. Failure to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

3. Certificates should contain the following additional information:
   a) Indicate that Escambia County is an additional insured on the general liability policy;

   b) Disclose any self-insured retentions in excess of $1,000.00;

   c) Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners
Attention:
Risk Manager
P.O. Box 1591
Pensacola, FL 32597-1591; and

d) Indicate that the County shall be notified at least thirty (30) days in advance of cancellation.

m) Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of GNP 's obligation to fulfill the insurance requirements herein.

n) If requested by the County, GNP shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to insurance as may be requested.

6. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended, and agree to be governed by it to the extent required by law.

IF GNP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

7. All Prior Agreements Superseded.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings .concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. Headings. Headings and subtitles used throughout this Agreement are for the purpose

of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9. Survival. All other provisions, which by their inherent character, sense, and context, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If GNP discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, GNP shall immediately notify County and request clarification of the Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

13. Compliance with Laws. GNP shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, GNP shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

14. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

15. No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

16. Assignment. This Agreement shall not be assigned nor shall the Premises be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Witness

_____
Witness

By: _____
Janice P. Gilley, County Administrator

Date: _____

GALLERY NIGHT PENSACOLA, INC.

_____
Corporate Secretary

By: _____
Michael Carro, President

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-26-2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Gallery Night of Pensacola, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501C3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13 Palafox Place

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL. 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	3	9	8	0	4	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/9/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17589 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/05/2020
Issue: Medical Examiner Update
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Medical Examiner Search - Janice P. Gilley, County Administrator

That the Board discuss and support the Medical Examiner Search Committee actions, from the January 22, 2020, Medical Examiner Search Committee meeting.

BACKGROUND:

The Medical Examiner Search Committee met on January 22, 2020, to re-initiate the search for a new Chief Medical Examiner. The consultant hired to conduct the search provided a presentation on the major issues that needed to be resolved to successfully recruit a new Chief.

- An acceptable Contract
- An increase to the Fiscal Year 2019/2020 budget from current (2.1 M) to approximately $2.8M
- An acceptable Medical Examiner facility

The Medical Examiner Search Committee passed the attached Resolution seeking support from the Boards of County Commissioners to agree to work with the future Chief Medical Examiner. The financial impact of the budget increase for Escambia County is approximately $300K annually.

BUDGETARY IMPACT:

The financial impact of the budget increase for Escambia County is approximately $300K annually. Funds are available in the Fiscal Year 201-2020 General Fund (001) budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has been consulted on the actions of the Medical Examiner Search Committee.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to State Statute 406.08, FL Statute, Boards of County Commissioners are responsible for the salaries, expenses and costs of the Medical Examiner. Board action is necessary for approval of this budgetary increase.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will notify the consultant of Escambia County's position.

Attachments

Medical Examiner Search Committee Resolution

Draft Contract for Medical Examiner Services

RESOLUTION

A RESOLUTION OF THE MEDICAL EXAMINER'S SEARCH COMMITTEE FOR THE FIRST DISTRICT OF FLORIDA RECOMMENDING THAT THE COUNTIES OF THE FIRST DISTRICT WORK WITH THE FUTURE MEDICAL EXAMINER TO IMPROVE AND UPGRADE THE MEDICAL EXAMINER'S OFFICE FACILITIES.

WHEREAS, the Medical Examiner's Search Committee has been tasked with recruiting and recommending a new Medical Examiner for the First District; and

WHEREAS, the First District is comprised of Escambia, Santa Rosa, Okaloosa and Walton Counties; and

WHEREAS, concerns have been raised regarding the state of the facilities used by the Medical Examiner in the various counties of the First District; and

WHEREAS, an upgrade to the facilities used by the Medical Examiner's Office would assist in both recruiting and retaining a qualified Medical Examiner; and

WHEREAS, the citizens of the First District would benefit from an upgrade to the facilities; and

WHEREAS, the four counties of the First District would be responsible for the expense of any upgrade.

NOW, THEREFORE BE IT RESOLVED BY THE MEDICAL EXAMINER'S SEARCH COMMITTEE FOR THE FIRST DISTRICT AS FOLLOWS:

SECTION 1. That the above recitals are true and correct and are incorporated by reference herein.

SECTION 2. That the Medical Examiner's Search Committee hereby request that the Boards of County Commissioners for Escambia, Santa Rosa, Okaloosa and Walton Counties review the state of the Medical Examiner's facilities and work with the future Medical Examiner to upgrade such facilities.

SECTION 3. That a copy of this Resolution be provided to the County Administrator of each of the counties of the First District.

ADOPTED this 28th day of January 2020.

MEDICAL EXAMINER'S SEARCH COMMITTEE

by: _____
William Eddins
Chairman

MEMBERS:

Escambia County Commissioner Chairman Lumon May
Santa Rosa County Commissioner Chairman Sam Parker
Okaloosa County Commissioner Chairman Kelly Windes
Walton County Commissioner Chairman Tony Anderson
Okaloosa County Sheriff Larry Ashley
Pensacola Police Department Chief Tommi Lyter
Funeral Director, Faith Chapel North, Mike Atwood
Public Defender Bruce Miller
Chairman of the Medical Examiners Commission, Dr. Stephen Nelson, M.E.
Internist, Dr. Kevin Jones, M.D.

CONTRACT FOR MEDICAL EXAMINER SERVICES

THIS CONTRACT made and entered into as of _____, 2020, by and between District One Support, Inc, a Florida corporation representing the Counties of Escambia, Okaloosa, Santa Rosa, and Walton of the State of Florida, hereinafter called the "COUNTIES" and _____P.A., a Florida corporation, hereinafter called "MEDICAL EXAMINER."

WITNESSETH:

WHEREAS, the provision of medical examiner services detailed in Section 406.11, Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, Dr. _____ was appointed by the State Attorney, as the Interim District 1 Medical Examiner on _____ 2020; and

WHEREAS, pursuant to § 768.28(19), Florida Statutes, neither the COUNTIES, nor the MEDICAL EXAMINER, waives any defense of sovereign immunity, or increases of the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, the COUNTIES is responsible for the payment of the Medical Examiner's fees, salaries, transport costs, facility and expenses pursuant to §§ 406.06(3) and 406.08(1), Florida Statutes.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, mutual covenants, agreements, and other specific consideration set forth in this contract the parties agree and stipulate as follows:

1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

1.1 "ACT" means Chapter 406, Florida Statutes, and Chapter 11G, Florida Administrative Code.

1.2 "ASSOCIATE MEDICAL EXAMINER" means a pathologist hired by and serving at the pleasure of the MEDICAL EXAMINER pursuant to his authority under §406.06, Florida Statutes.

1.3 "COUNTIES" means the COUNTIES of Escambia, Okaloosa, Santa Rosa, and Walton (bodies corporate and politic and subdivisions of the State of Florida) including their districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTIES has agreed by contract to provide additional insured status.

1.4 "CREMATION APPROVAL" means any cremation, burial-at-sea, or disposition by anatomic dissection approval produced pursuant to Chapter 406, Florida Statutes.

1.5 "DISTRICT" means Escambia, Okaloosa, Santa Rosa, and Walton COUNTIES Florida.

1.6 "DISTRICT 1 MEDICAL EXAMINER OFFICE" means the Office of the Medical Examiner located at 5151 N 9th Ave, Pensacola, FL 32504 in ESCAMBIA COUNTY.

1.7 DISTRICT ONE MEDICAL EXAMINER SUPPORT, INC (DOMES) a Florida Corporation 6495 Caroline St. Suite C, Milton, Florida 32570.

1.8 "FUNCTION-RELATED EQUIPMENT" means major permanent items/equipment that are integral to the service provided by the Office of the Medical Examiner. It includes all computers, software, video equipment, cameras, office machines, office furniture, medical instruments, telephone equipment, cellular telephones, X-ray machines, and laboratory instruments, vehicles and other equipment owned purchased with funds derived from this contract and previous contract(s).

1.9 "GAAP" (generally accepted accounting principles) a combination of authoritative standards (set by policy boards) and the commonly accepted ways of recording and reporting accounting information.

1.10 "INDIGENT/UNCLAIMED DECEDENT SERVICE" means a program paid for and run by the COUNTIES that arranges for the timely storage and/or disposition of indigent and/or unclaimed decedents.

1.11 "MEDICAL EXAMINER" means _____ P.A., under the direction and control of Interim DISTRICT 1 Medical Examiner, _____, M.D.

1.12 "MEDICAL EXAMINER PROPERTY" means all equipment (such as vehicles) purchased and/or owned by the MEDICAL EXAMINER that would remain in the possession of the MEDICAL EXAMINER in the event of termination of this Contract.

1.13 "MEDICAL EXAMINER STAFF" means employees or contractors hired or recruited by the MEDICAL EXAMINER for the purposes of this Contract.

1.14 "NAME ACCREDITATION STANDARDS" a list of standards of compliance for accreditation by the National Association of Medical Examiners that include no greater than 325 autopsies per year (or equivalent) to avoid an accreditation inspection failure (Phase II violation).

1.15 "NON-MEDICAL EXAMINER CASE" a death within Escambia, Okaloosa, Santa Rosa, or Walton county where jurisdiction under Ch. 406 is declined.

1.16 "PROFESSIONAL STAFF" means the DISTRICT MEDICAL EXAMINER and all ASSOCIATE MEDICAL EXAMINERS.

2. PURPOSE.

_____, M.D., agrees to serve as Interim DISTRICT 1 Medical Examiner and under his direction and control _____, M.D., P.A., agrees to act as MEDICAL EXAMINER and shall provide medical examiner services under the terms and conditions of this contract consistent with the requirements of the ACT for the COUNTIES.

3. SCOPE OF SERVICES

The MEDICAL EXAMINER is responsible for all duties and responsibilities outlined in and required by the ACT. The MEDICAL EXAMINER shall set the STANDARD OPERATING PROCEDURES for the DISTRICT 1 MEDICAL EXAMINER OFFICE. The MEDICAL EXAMINER shall provide any and all ASSOCIATE MEDICAL EXAMINERS or other MEDICAL EXAMINER STAFF that he deems necessary to comply with the SCOPE OF SERVICES. The payment for these services shall be inclusive of all the exams, testing, and consultations necessary for the completion of death investigations, death certifications, reports, and cremation approvals of all deaths in the DISTRICT falling under the ACT during contract period.

The MEDICAL EXAMINER shall employ sufficient ASSOCIATE MEDICAL EXAMINERS where no PROFESSIONAL STAFF shall exceed the phase II pathologist workload limitations described in the NAME ACCREDITATION STANDARDS.

A criminal background check shall be required for the MEDICAL EXAMINER and other MEDICAL EXAMINER STAFF, prior to the commencement of the Contract term.

Specifically, the MEDICAL EXAMINER shall insure that all reports and death certificates of cases accepted shall be finalized even if said completion should occur after the time of contract expiration or termination unless otherwise directed by the COUNTIES. The MEDICAL EXAMINER shall not be responsible for payment of invoices or fees remaining from examinations or cases accepted by any previous DISTRICT 1 Medical Examiner or Interim DISTRICT 1 Medical Examiner and any such invoices are the sole responsibility of the COUNTIES. If necessary, the MEDICAL EXAMINER shall complete the cause of death certification, autopsy reports, and other related paperwork required under the ACT for cases accepted prior to the contract period. The MEDICAL EXAMINER shall only be responsible for the costs to exams performed during this contract period.

The COUNTIES shall assume all responsibility for billing and collecting CREMATION APPROVAL fees, if any, and assumes any liability and responsibility for the billing and collection of CREMATION APPROVAL fees. The COUNTIES shall set the fee amount. MEDICAL EXAMINER shall provide information related to CREMATION APPROVALS given under section 7, REPORTS. If COUNTIES choose to bill for CREMATION APPROVALS, MEDICAL EXAMINER, as part of his official duties under the ACT, shall not be expected or required to withhold CREMATION APPROVAL numbers from Funeral Directors for lack of payment to COUNTIES.

The COUNTIES shall continue their responsibility to maintain and provide a program for

the disposition of indigent and/or unclaimed decedents during the entire term of this Contract. The INDIGENT/UNCLAIMED DECEDENT SERVICE shall be in place to provide disposition of such remains in a timely manner. The COUNTIES acknowledges that the DISTRICT 1 MEDICAL EXAMINER OFFICE is not the proper place for long term storage of indigent or unclaimed identified decedents and shall operate/manage the INDIGENT/UNCLAIMED DECEDENT SERVICE in such a manner that no indigent and/or unclaimed identified decedents are stored in the DISTRICT 1 MEDICAL EXAMINER OFFICE more than one (1) week after the MEDICAL EXAMINER completes the examination of the decedent.

Any past, ongoing, or future claims or litigation regarding the work, lack thereof, or court testimony of previous DISTRICT 1 or Interim DISTRICT 1 Medical Examiners is specifically beyond the scope of services of the MEDICAL EXAMINER as described under Section 15, INDEMNIFICATION. If necessary, the MEDICAL EXAMINER shall attempt to resolve any issues with the work of the previous DISTRICT 1 Medical Examiners; however, it is expected that the COUNTIES shall make every effort to resolve these issues prior to the period defined in this contract.

Services provided by the MEDICAL EXAMINER OR MEDICAL EXAMINER STAFF as an expert witness for criminal or civil cases arising inside the DISTRICT or on medical examiner cases originating outside of the DISTRICT, are outside the Scope of Services of this Contract and such expert testimony is billable by MEDICAL EXAMINER to the involved litigants and not to the COUNTIES. The MEDICAL EXAMINER shall only perform autopsies and examinations accepted under the ACT within the DISTRICT 1 MEDICAL EXAMINER OFFICE. No private autopsies originating with the DISTRICT or outside of the DISTRICT shall be performed within the DISTRICT 1 MEDICAL EXAMINER OFFICE. The MEDICAL EXAMINER shall not perform private autopsies on DISTICT 1 NON-MEDICAL EXAMINER cases.

4. TERM.

The term of this Contract is for the period from _____2020 (0000hrs), through _____, 2020 (2359 hrs).

5. COMPENSATION.

The COUNTY agrees to compensate MEDICAL EXAMINER of One Hundred Six Thousand, Eight Hundred Sixty-Eight and 57/100 ($106,868.57) Dollars paid bi-weekly for twenty-six (26) billing periods during the term of this Agreement, not to exceed an annual maximum amount of TWO MILLION, SEVEN HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY THREE DOLLARS ($2,778,583.00).

The COUNTIES stipulates, agrees and understands that the terms of this Contract contemplate the anticipated normal activities and workload of the MEDICAL EXAMINER based upon past statistics and reasonable projections. Specifically, the COUNTIES acknowledge that the maximum payable amount of this contract is arrived at without consideration of natural or man-made disasters or occurrences of an unusual nature or magnitude, such as would necessitate extraordinary expenditure on the part of the MEDICAL EXAMINER in fulfilling his obligation under the ACT. This includes expenses for exhumation when indicated by investigation or other unforeseeable occurrences. The COUNTIES agree that in the event of such disaster(s) or occurrence(s), it shall reimburse the MEDICAL EXAMINER for all such related extraordinary expenses as are submitted to and approved by the COUNTIES.

All losses and, conversely, all gains derived from this contract are the responsibility and property of MEDICAL EXAMINER as necessitated by Section 15 INDEMNIFICATION.

6. METHOD OF PAYMENT.

The COUNTIES shall provide the MEDICAL EXAMINER bi-weekly in arrears payments via electronic funds transfers direct deposit into specified account of MEDICAL EXAMINER with

the first payment to be made on _____ 2020. The payments will continue bi-weekly payable on Friday with the final payment on _____ 2020.

7. REPORTS.

A. Budget.

In addition to the standard annual budget submission showing operating expenses and capital outlays, the MEDICAL EXAMINER agrees to provide an FY 20-21 budget proposal for all services showing fiscal year estimated and subsequent fiscal year proposed revenues, expenses, and net impact associated with the operations of MEDICAL EXAMINER. MEDICAL EXAMINER also agrees to advise the COUNTIES in writing prior to seeking any grants or financial assistance that could alter the amount of funding from the COUNTIES or alter the Scope of Services.

B. Cremations.

The MEDICAL EXAMINER shall provide a report for the purposes of collecting CREMATION APPROVAL fees. The report shall include sufficient information for that purpose.

C. Statistics.

The MEDICAL EXAMINER shall provide a quarterly year to date workload for all autopsies, examinations, investigations, and NON-MEDICAL EXAMINER CASES performed/declined under the ACT.

8. FACILITY AND EQUIPMENT.

The COUNTIES agree to provide funding for the purchase of Function-Related Equipment reasonably required to perform the duties listed under the Scope of Services. This includes all vehicles, non-disposable furniture, computers, software, equipment and materials.

Any Function-Related Equipment purchased under this contract shall remain and/or ownership transferred to the COUNTIES, DOMES, or the DISTRICT 1 MEDICAL EXAMINER at the termination of this contract.

10. AMENDMENT.

This Contract may be amended at any time provided such amendment is in writing and signed by both parties.

11. TERMINATION.

This Contract may be terminated at will by the COUNTIES upon written notice to MEDICAL EXAMINER. The final payment may be prorated based upon termination date. This Contract may be terminated at will by the MEDICAL EXAMINER upon furnishing thirty (30) days written notice.

12. AGENCY RELATIONSHIP.

It is mutually agreed the MEDICAL EXAMINER is an independent contractor and not an employee of the COUNTY.

13. INSURANCE REQUIREMENTS.

The MEDICAL EXAMINER shall secure insurance to meet the requirements set forth in the schedule of Insurance Requirements attached hereto and incorporated herein as Exhibit "A." The costs for such insurance are included in the MEDICAL EXAMINER compensation provided for in Section 5 of this Contract. The MEDICAL EXAMINER's policy and coverage shall be provided to the COUNTIES as required by Exhibit "A."

Should the MEDICAL EXAMINER fail to meet the Insurance Requirements of Exhibit "A" during the terms of this Contract, or otherwise cease to cover the Scope of Services required, the MEDICAL EXAMINER shall, within twenty-four (24) hours of his knowledge of same, notify the COUNTIES and procure new or endorsed coverage for the services provided under this Contract. Failure to comply with this notice provision shall make this Contract subject to termination upon written notice to the MEDICAL EXAMINER by the COUNTIES.

14. NON-DISCRIMINATION.

The MEDICAL EXAMINER shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, or disability. The MEDICAL EXAMINER shall, during the performance of this Contract, comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

15. INDEMNIFICATION AND SOVEREIGN IMMUNITY.

Indemnification. The MEDICAL EXAMINER shall indemnify, defend and hold harmless the COUNTIES, including their districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTIES have agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to MEDICAL EXAMINER's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the COUNTIES.

In all claims against COUNTIES, including their districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTIES have agreed by contract to provide additional insured status, and any employee of MEDICAL EXAMINER or anyone directly or indirectly employed by MEDICAL EXAMINER or anyone for whose acts MEDICAL EXAMINER may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for MEDICAL EXAMINER, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

Sovereign Immunity. The COUNTIES expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the COUNTIES' immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTIES for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTIES, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

16. SEVERABILITY.

The terms and conditions of this Contract shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Contract shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Contract to be impossible to perform.

17. STANDARDS OF ACCOUNTABILITY.

A. The MEDICAL EXAMINER shall retain all financial records relating to this Contract for a minimum of 5 years unless a longer period is required by law.

B. The MEDICAL EXAMINER agrees to use an accounting system that follows GAAP.

C. All MEDICAL EXAMINER financial records (including bank statements, payroll records, and other corporate financial records) shall be subject to audit and

inspection by the COUNTIES and/or DOMES upon reasonable notice.

D. The COUNTIES shall not include and commingle any audit of the MEDICAL EXAMINER with an audit of records from any previous DISTRICT 1 or Interim DISTRICT 1 Medical Examiner.

E. The MEDICAL EXAMINER shall notify DOMES or the COUNTIES in a timely manner if sufficient staff, facilities, or equipment necessary to comply with SCOPE OF SERVICES cannot be maintained.

18. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall, if in state court, be exclusively in the 1st Judicial Circuit in and for of COUNTIES of Escambia, Okaloosa, Santa Rosa, or Walton, Florida, or, if in federal court, in the Northern District of Florida, Pensacola Division. By entering into this Contract, MEDICAL EXAMINER and COUNTIES hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

19. CONTRACT MANAGEMENT.

The COUNTIES designate the following person(s) as the COUNTIES' Contract Manager:

_____

The MEDICAL EXAMINER designates the following person as the MEDICAL

EXAMINER Contract Manager:

_____
_____, MD., P.A.

20. COMPLIANCE WITH APPLICABLE LAWS.

MEDICAL EXAMINER shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect, defend, and indemnify the COUNTIES and all their officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by MEDICAL EXAMINER, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, MEDICAL EXAMINER shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, COUNTIES of Escambia, Okaloosa, Santa Rosa, or Walton or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

21. ENTIRE CONTRACT.

This contract contains the entire agreement between MEDICAL EXAMINER and COUNTIES. Any modifications to this CONTRACT shall not be binding unless in writing and signed by both parties and approved by the Escambia, Okaloosa, Santa Rosa, or Walton COUNTIES. All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

22. SIGNATURES.

IN WITNESS WHEREOF, the parties have made and executed this CONTRACT for MEDICAL EXAMINER SERVICES on the date last written below.

Attest:

_____ BY: _____

Date: _____ Date: _____

Attest: _____, **M.D., P.A.**

_____ BY: _____

Signature _____, M.D.

_____

Print Name and Title

Date: _____ Date: _____

CC Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17597 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Memorandum of Understanding between Escambia County and AMIKids Pensacola Inc. for Grant Donation Supporting AMIKids' Community Workforce Development
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding Between Escambia County and AMIKids Pensacola, Inc., for Support and Donation of Grant - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between Escambia County and AMIKids Pensacola, Inc., to support the Block by Block Project:

A. Approve funding, in the amount of $50,000, to support the AMIKIds Pensacola, Inc., Workforce Development Program, as outlined in the MOU;

B. Authorize the Chairman to sign the Memorandum of Understanding between Escambia County and AMIKids Pensacola, Inc., to support the donation of the Grant to AMIKids Pensacola, Inc., Workforce Development Program, as outlined in the Agreement; and

C. Authorize County Administration to take any further actions necessary to implement the Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 370102]

BACKGROUND:

AMIKids Pensacola, Inc., is a not-for-profit organization serving the youth of Escambia County through its Workforce Development Program. AMIKids Pensacola provides workforce training at no cost to eligible young adults to include National Center for Construction Education and Research (NCCER) certification courses with a focus on carpentry and masonry, SafeStaff & ServSafe food handlers, and offers additional services like job placement, job fairs, and other career services. AMIKids is dedicated to helping youths of Escambia County develop into responsible and productive citizens for the benefit of the community and for economic development. AMIKids works in partnership with youth agencies, local communities, and families. The funding will be used to support services provided by AMIKids Pensacola, Inc.

BUDGETARY IMPACT:

This funding request was approved by theBoard in the Fiscal Year 2020 Budget. Funds are available in Fund 001, General Fund, Cost Center 370102.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Understanding has been reviewed and approved by the County Attorney's Office.

PERSONNEL:

No additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is consistent with the Board's stated goal to support workforce development within the community. Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Neighborhood & Human Services staff will coordinate the funding in support of AMIKids Pensacola's Workforce Development Program and obtain any necessary paperwork to process this request.

Attachments

MOU_AMIKIDS_March2020

MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY, FLORIDA AND AMIKIDS PENSACOLA, INC. FOR SUPPORT AND DONATION OF GRANT

THIS AGREEMENT made and entered into effective the __ day of_____, 2020, by and between **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **AMIKIDS PENSACOLA, INC.** a qualified not-for-profit corporation registered under the laws of the State of Florida, (hereinafter "GRANTEE").

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Escambia County and has determined that a grant of the dollars described below will be a benefit to the welfare of the citizens of Escambia County; and

WHEREAS, a priority of the COUNTY is to enhance the quality of life for its citizens; and

WHEREAS, GRANTEE is a qualified not-for-profit corporation which seeks, coordinates and utilizes assistance from all available and appropriate sources, including private and public funds, to provide youth development and workforce training services for the benefit of eligible citizens of Escambia County; and

WHEREAS, the COUNTY and GRANTEE are both desirous of providing vocational training and high school education classes to youth who are qualified individuals in order to promote economic development within the County; and

WHEREAS, the COUNTY and GRANTEE may cooperatively utilize their powers and resources in the most efficient manner possible to provide workforce training for individuals within Escambia County's jurisdiction for the purpose of economic development and to strengthen the community; and

WHEREAS, since 1991, GRANTEE has been dedicated to helping kids discover their own potential, transform their lives and strengthen our community in Escambia County, Florida; and

WHEREAS, GRANTEE has established a new Workforce Development program (the "Program") that offers young adults the opportunity to earn their high school diploma and/or become licensed in a trade with a focus on carpentry and masonry at no cost to the student; and

WHEREAS, through the Program, GRANTEE wishes to provide training and create a ready workforce to support growth and development within Escambia County and to efficiently respond to the need for educated and skilled individuals within the local workforce; and

WHEREAS, eligible participants in the Program are young adults (ages 18-24) who have been involved in the juvenile or adult justice system, including high school dropouts; and

WHEREAS, the Program provides certified training through the National Center for Construction Education and Research (NCCER); and

WHEREAS, upon completion of the Program, participants will have the opportunity to receive certification through NCCER; and

WHEREAS, the COUNTY and GRANTEE agree that those eligible to participate in the Program under the described criteria are members of a vulnerable population and are in need of services to aid in their education and skill development to grow as productive members of the community; and

WHEREAS, GRANTEE also provides direct assistance to its participants to obtain employment or continue their education after completion of the Program through job placement, job fairs, career services to include updated resumes, job readiness skills, and the opportunity for job interviews and other assistance; and

WHEREAS, GRANTEE deems it necessary to join with the COUNTY in partnership for activities associated with GRANTEE's Escambia County operations and to assist with its operations and to that end, has requested a contribution from the COUNTY; and

WHEREAS, the parties agree that it is in their mutual interest to enter into this Agreement, which provides advantages for both parties and serves a valid public purpose, including but not limited to, economic development; and

WHEREAS, the COUNTY deems it to be in the best interest of public health, safety and welfare to enter into this Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, it is agreed as follows:

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

2. Description of Grant and Grant Funds. The COUNTY hereby grants to GRANTEE the sum of FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000.00), which shall be used by GRANTEE in support of the Program and the goals stated above for services to be performed within Escambia County, consistent with, and in accordance with, the operation of GRANTEE as provided by law.

3. Schedule of Payments. The Grant described in paragraph 2 herein above shall be paid to GRANTEE by _____, 2020.

4. Responsibilities of the Parties:

a. The GRANTEE shall operate and oversee the Program to provide educational classes and workforce training to qualified and enrolled participants at all times throughout the terms of the Agreement and shall have responsibility for operations, buildings and grounds, academic programs, leadership and instructional personnel.
b. The GRANTEE shall work collaboratively with the COUNTY to align resources to best serve the mission of the Program and the community at-large.
c. The GRANTEE shall use the grant in furtherance of the Program.
d. The GRANTEE shall provide a status report of its performance annually or upon request by the COUNTY.
e. The COUNTY will provide financial support for the Program through its grant as described herein.

5. Personal Nature of Agreement. The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise and personal abilities of the GRANTEE. Accordingly, this Grant Agreement is personal and the GRANTEE shall not assign or delegate any rights or duties hereunder without the specific written consent of the COUNTY.

6. Termination.

a. The COUNTY shall have the right to terminate this Grant Agreement for GRANTEE's material non-compliance with the terms and conditions of this Grant Agreement if GRANTEE fails to cure such material non-compliance within ten (10) days after receiving written notice thereof from the COUNTY, or within such additional time as the COUNTY may allow.

b. The COUNTY may terminate this Grant Agreement for convenience, or when it determines, in its sole discretion, that continuing this Grant Agreement would not produce beneficial results, by providing GRANTEE with sixty (60) days written notice of such termination.

7. Insurance. GRANTEE will maintain such insurance as will fully protect GRANTEE from any and all other claims of whatsoever kind or nature to the damage of property, or for personal injury, including death, made by anyone whomsoever, from any and all claims under any Workers' Compensation Act or Employers Liability Laws, and from claims that may arise from any operations carried on under this Agreement, either by GRANTEE, or by anyone directly or indirectly engaged or employed by GRANTEE.

8. Indemnification.

a. GRANTEE shall defend, indemnify and hold harmless the COUNTY and all of the COUNTY' s officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise from the use of the grant funds or any

operations and activities of GRANTEE pursuant to this Grant Agreement. GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Grant Agreement shall not relieve GRANTEE of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this paragraph of this Grant Agreement. Such indemnification shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy.

b. In the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY shall give written notice thereof to GRANTEE which notice shall be accompanied by a copy of statement of the claim. Following the notice, GRANTEE shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If GRANTEE shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days written notice to GRANTEE, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

c. That the indemnification provisions of this paragraph shall survive the termination of this Grant Agreement.

9. Sovereign Immunity. Nothing in this Agreement extends, or will be construed to extend, the COUNTY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the COUNTY to be sued by third parties in any matter arising out of this Agreement.

10. Records; Audits.

a. Upon the COUNTY’s written notice to the GRANTEE within thirty (30) days following the end of the Term of this Grant Agreement, GRANTEE shall provide the COUNTY with an accounting of expenditures made from the grant funds. Further, GRANTEE shall provide the COUNTY with a

quarterly expenditure report of expenditures from the grant funds promptly upon written notice from the COUNTY requesting same.

b. GRANTEE shall retain all records supporting costs incurred pursuant to this Grant Agreement for three (3) years after the fiscal year in which the final payment was released by the COUNTY or until final resolution of matters arising from any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

11. Public Records.

a. GRANTEE shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

i. Keep and maintain public records required by the COUNTY to perform the service.

ii. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if GRANTEE does not transfer the records to the COUNTY.

b. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.

c. GRANTEE's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by GRANTEE shall be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.

d. IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, COUNTY ADMINISTRATOR, ESCAMBIA COUNTY, FLORIDA, 221 S. PALAFOX PLACE, FOURTH FLOOR, SUITE 420, PENSACOLA, FLORIDA 32502; (850) 595-4947 or email at admin@myescambia.com.

12. Notices. All notices to the parties under this Grant Agreement shall be in writing and sent certified mail to the:

COUNTY: ESCAMBIA COUNTY
Attention: County Administration
Department of Neighborhood Services
221 S. Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

GRANTEE: AMIKids Pensacola, Inc.
Attn: Executive Director
3685 Muldoon Road
Pensacola, Florida 32526
(850) 453-1910

13. Appropriation Contingency. The COUNTY's performance and obligation to pay any funds under this Agreement is contingent upon the continued appropriation of funds for this purpose by the Board of County Commissioners of Escambia County. Where this Agreement is being executed prior to the beginning of the fiscal year for which it applies, such execution shall not be deemed to be an indebtedness of the COUNTY or an obligation of future revenues. This Agreement shall be null and void if the budget which makes the appropriation is not finally adopted by the Board of County Commissioners.

14. Miscellaneous.

a. Discrimination. GRANTEE shall assure the funds received shall not be used for any illegal purpose and that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Grant Agreement.

b. Severability. That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

c. Relationship. It is specifically agreed that GRANTEE is not a servant, employee, joint adventurer, or partner of the COUNTY. It is further agreed that no agent, employee, or servant of GRANTEE shall be deemed to be the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, Workers' Compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of GRANTEE. GRANTEE agrees to comply with all Federal, State and

municipal laws, rules and regulations that are now or may in the future become applicable to GRANTEE.

d. Waiver. The indulgence of the COUNTY with regard to any breach or failure to perform any provision of this Agreement by GRANTEE shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

e. Entire Agreement. This Grant Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. GRANTEE recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized County representatives. Any alterations, variations, changes, modifications or waivers of provisions of this Grant Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Grant Agreement.

f. Construction. Should any provision of this Grant Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Grant Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Grant Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

g. Headings. All headings are for clarification only and are not to be used in any judicial construction of this Grant Agreement or any paragraph.

h. Binding Nature of Agreement. This Grant Agreement is binding upon the parties, their successors, and their assigns.

i. Law; Venue. This Grant Agreement shall be governed in accordance with the laws of the State of Florida. This Grant Agreement is being entered into in Escambia County, Florida, which shall be the venue of any action thereon.

15. Term. This Agreement shall commence on the date last executed and continue

throughout the duration of the Workforce Development grant unless otherwise terminated as provided herein. The Agreement may be renewed by written Agreement at the option of the parties, subject to appropriations outlined herein.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: _____
STEVEN BARRY, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST: Date: _____

_____ (Seal)
PAM CHILDERS, Clerk of the
Circuit Court & Comptroller

GRANTEE:

AMIKIDS PENSACOLA, Inc. a not-for-profit corporation.

By: _____
RYAN P. HATLER, Esquire
Chairman of the Board of Trustees, AMIKids Pensacola, Inc.

ATTEST: Date: _____

_____ (Seal)
Notary Public

Approved as to form and legal
Sufficiency.

By/Title: Alison P. Rogers

Date: 2/24/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17575 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contract:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;

B. Approving one of the following payment plans:

1. Pay upfront cost of $14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be $88.42;

OR

2. Pay no upfront cost, and the monthly Energy cost will be $223.97; and

C. Authorizing the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project is located in Commission District 2.

[Funding: Fund 151, CRA Warrington, Cost Center 370114]

BACKGROUND:

The Warrington Redevelopment Area Contract will provide for the installation of 12 LED Roadway 2 lighting fixtures along North Street. This project is consistent with the mission of Escambia County to provide efficient, responsive services that enhance the quality of life, to meet common needs, and to promote a safe and healthy community. Prior to the completion of the Beach Haven NE Zone Drainage and Sewer Phase I project, North Street ran a short distance from Gordon Avenue to Paulding Avenue. The Beach Haven NE Zone Drainage and Sewer Phase I project sought to improve water quality in Jones Creek through sewer utility connections and engineered stormwater drainage. Stormwater was designed to be tempered by a series of drainage ponds to slow and settle the water before entering the creek. To access those drainage ponds for maintenance, the plan required the extension of North Street along the northeast corner of Beach Haven to Mills Street. Now that the project is complete, North Street extends from Gordon Avenue to Mills Avenue. The CRA is seeking to add streetlights along North Street to enhance neighborhood safety and bring North Street up to the existing street lighting standards of the Beach Haven neighborhood. Attached are the Gulf Power Streetlight Contracts and Map of Warrington Streetlight Project for North Street.

BUDGETARY IMPACT:

Funds are available in CRA Warrington TIF, Fund 151, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contracts have been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of these five-year Contracts will require payment of all unpaid charges for the remainder of the Contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

Gulf Power PUF Contract_March20

Gulf Power NO PUF Monthly Contract_March20

GULF POWER COMPANY
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 20-4356

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 1/15/2020

DBA _____ Telephone No 850-595-3596 Tax I. D.(if applicable) N/A

Street Address (Subdivision, etc.) of Light(s): 0 NORTH ST, WARRINGTON CRA

Billing Address 221 PALAFOX PLACE, SUITE 305 PENSACOLA, FL 32503

Driving Directions WEST ON GULF BEACH HWY, RIGHT ON PAULINE AVE TO NORTH STREET

Location of Light(s) NORTH ST FROM GORDON AVE TO MILLS AVE

Meter No. _____ Account No. WARRINGTON CRA JETS WO No. ED1009267223

The Applicant/Customer requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

Application Taken By JEFF CAGLE 1/15/2020

Approved by Michael G. Spoor, Vice President
Authorized Company Representative

Signature _____

Date 1/28/2020

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Steven Barry, Chairman

Signature _____

Date _____

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

Approved as to form and legal sufficiency.
By/Title:
Date: 2/14/20

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2017

Form 5 (Continued) Contract No. 20-4356

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of Lights	Price Per Light	Total Amount/Mo.
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Type Miscellaneous Facility	No.	Price Per Item	Total Amount/Mo.
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Total Base Monthly Charge**** $ -

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENTS OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 20-4356

TOTAL INSTALLED COST OF FIXTURE(S)	$6,751.00

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT

Rate Schedule OS (Part I/II) - Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	95	12	$5.50	$ 65.98
				$ -
				$ -
				$ -
				$ -
Total Base Monthly Charge****				$ 65.98

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Chages. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacment of the fixture(s) and continuing to pay on a monlthly basis, the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By: JEFF CAGLE 11/5/2020

Approved by: 11/28/2020
Authorized Company Representative
Michael G. Spoor, Vice President

CUSTOMER: Board of County Commissioners
Escambia County, Florida

Customer: _____

Title: Steven Barry, Chairman

Date: _____

Approved as to form and legal sufficiency.
By/Title: SMCT
Date: 2/11/20

*Includes only the Maintenance and the Energy Charge portions of the Total Charge. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

ISSUED BY: BY:_____ S. W. Connally, Jr.
DEPUTY CLERK

EFFECTIVE: July 1, 2017

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENTS OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (PART I/II)

Form 21

Contract No. 20-4356

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES	$7,045.35

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
35' WOOD	7	#4DPX	1146'	EYBOLT MS	7
				TREE TRIMMING	9 HRS

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Chages. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacment of the fixture(s) and continuing to pay on a monlthly basis, the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By: JEFF CAGLE 1/15/2020

Approved by: 1/28/2020
Authorized Company Representative
Michael G. Spoor, Vice President

CUSTOMER: Board of County Commissioners
Escambia County, Florida

Customer: _____

Title: Steven Barry, Chairman

Date: _____

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

Approved as to form and legal sufficiency.
By/Title:
Date: 2/4/20

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

PAYMENT COUPON

/41160068201868000634731800001437300013796 35

4,1,1600,682018,6800063473,1800001437,3,0001379635
Please mail this portion with your check

1800001437 1 of 1

Cust. No.:6800063473	Inv. No.:1800001437
This Month's Charges Past Due After	Amount Due This Invoice $ 13,796.35

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Make check payable to Gulf Power Company in USD and mail payments to address below

Gulf Power Company
General Mail Facility
Miami FL 33188-0001

Gulf Power Company

Invoice

Customer Name and Address

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Federal Tax Id.#: 59-0276810

Customer Number: **6800063473**

Invoice Number: **1800001437**

Invoice Date: **02/11/2020**

4,1,1600,682018,6800063473,1800001437,3,0001379635
Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 6800063473 Invoice No: 1800001437

Description	Amount
STREET LIGHT/0 NORTH ST	13,796.35

For Inquiries Contact: Cagle, Jeffrey 850-444-6713	**Total Amount Due** **$13,796.35** This Month's Charges Past Due After

Work Request Charges Quotation
Gulf Power

To: ESCAMBIA COUNTY BOARD OF COMMISSIONER
ESCAMBIA COUNTY BOARD OF COMM
221 PALAFOX PL SUITE 305
PENSACOLA, FL 32502

Quote Number: PN92672234
Description:

Quote Date: 2/11/2020
Preferred Option: Yes
No. Payments:
Project: 500001
Lighting New Construction

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Differential Cost	No	2,613.32	1	2,613.32	Y	
LED-9514-Roadway 2	No	562.64	12	6,751.68	Y	
35 ft. wood pole	No	633.05	7	4,431.35	Y	

Charges Due Before Work Starts:	13,796.35	
Tax:	0.00	
	Subtotal:	13,796.35
Charges Due On Completion:	0.00	
Tax:	0.00	
	Subtotal:	0.00
	Total Charges:	13,796.35
	Total Tax:	0.00
	Total Including Tax:	13,796.35
	Total Refundable:	0.00
	Total Non-Refundable:	13,796.35

PAYMENT COUPON

/41160068201868000634731800001442000001061O4

4,1,1600,682018,6800063473,1800001442,0,0000106104
Please mail this portion with your check

1800001442 1 of 1

Cust. No.:6800063473	Inv. No.:1800001442
This Month's Charges Past Due After	Amount Due This Invoice $ 1,061.04

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Make check payable to Gulf Power Company in USD and mail payments to address below

Gulf Power Company
General Mail Facility
Miami FL 33188-0001

Gulf Power Company

Invoice
Customer Name and Address

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Federal Tax Id.#: 59-0276810

Customer Number: **6800063473**

Invoice Number: **1800001442**

Invoice Date: **02/12/2020**

4,1,1600,682018,6800063473,1800001442,0,0000106104
Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 6800063473 Invoice No: 1800001442

Description	Amount
STREET LIGHT/0 NORTH ST	1,061.04

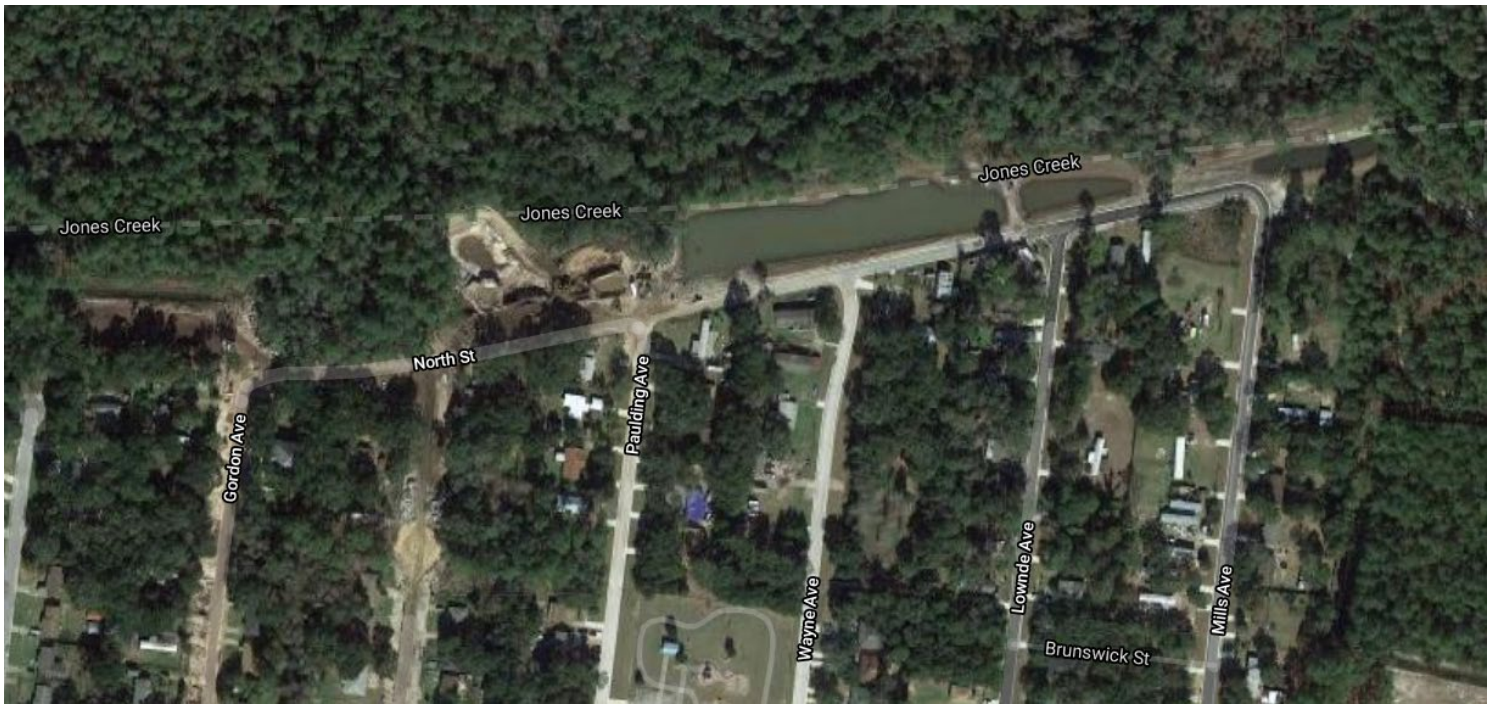
For Inquiries Contact: Cagle, Jeffrey 850-444-6713	**Total Amount Due** **$1,061.04** This Month's Charges Past Due After

Gulf Power

Current Lighting Service – OS I/II – Street and General Area Lighting		
Billing Period		
Sample Monthly Bill for: NORTH ST WARRINGTON CRA		
Lighting Charge		$ 45.48
Energy Charge		$ 9.96
ECCR + ECR + PPPCC		$ 12.77
Facilities Charge		$ 0.00
Fuel Charge	396 kWh x 0.03236	$ 12.81
	Subtotal of Lighting Service	$ 81.82
Florida Gross Receipts Tax		$ .91
Franchise Fee for Escambia County		$ 5.96
	Total Current Lighting Service	**$ 88.42**
Lighting Components Included in This Bill		

*Cost subject to change pending current and any future regulatory rate reviews

This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the invoice. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.


Jones Creek
Jones Creek
Jones Creek
North St
Gordon Ave
Paulding Ave
Wayne Ave
Lowndes Ave
Mills Ave
Brunswick St

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 20-4356

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 1/15/2020

DBA _____ Telephone No 850-595-3596 Tax I. D.(if applicable) N/A

Street Address (Subdivision, etc.) of Light(s): 0 NORTH ST, WARRINGTON CRA

Billing Address 221 PALAFOX PLACE, SUITE 305 PENSACOLA, FL 32503

Driving Directions WEST ON GULF BEACH HWY, RIGHT ON PAULINE AVE TO NORTH STREET

Location of Light(s) NORTH ST FROM GORDON AVE TO MILLS AVE

Meter No. _____ Account No. WARRINGTON CRA JETS WO No. ED1009267223

The Applicant/Customer requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY 1/15/2020

Application Taken By JEFF CAGLE

Approved by Michael G. Spoor, Vice President
Authorized Company Representative

Signature _____

Date 1/28/2020

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Steven Barry, Chairman

Signature _____

Date _____

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

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

ISSUED BY: S. W. Connally, EFFECTIVE: January 1, 2014

Form 5 (Continued) Contract No. 20-4356

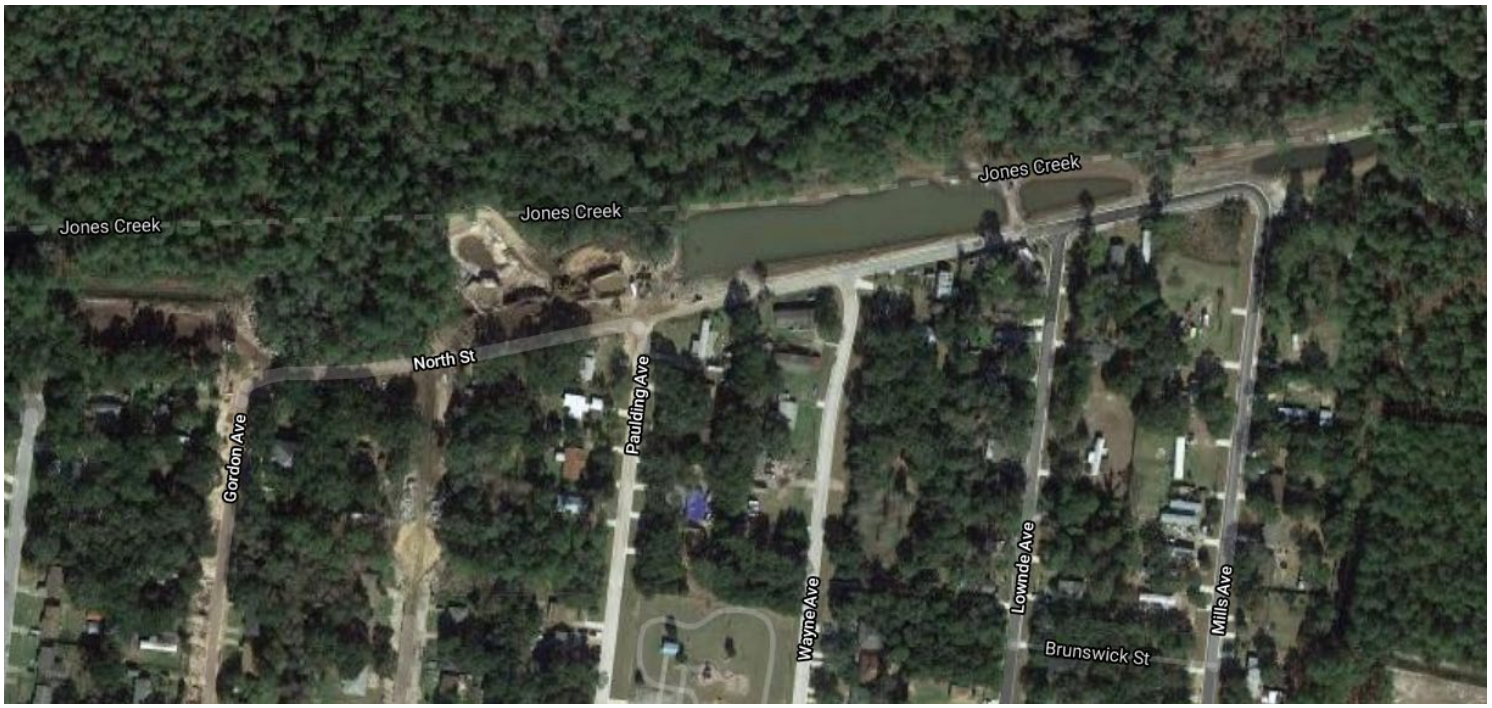
FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of Lights	Price Per Light	Total Amount/Mo.
ROADWAY 2 LED	95	12	11.64	$ 139.68
				$ -
				$ -
				$ -
				$ -
				$ -

Type Miscellaneous Facility	No.	Price Per Item	Total Amount/Mo.
35' WOOD POLE	7	6.22	$ 43.54
#4AL DUPLEX WIRE	1146	0.018796	$ 21.54
8' ARM	4	1.16	$ 4.64
TREE TRIMMING	9	1.61875	$ 14.57
			$ -
			$ -
	Total Base Monthly Charge****		$ 223.97

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012


Jones Creek
Jones Creek
Jones Creek
North St
Gordon Ave
Paulding Ave
Wayne Ave
Lowndes Ave
Mills Ave
Brunswick St

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17576 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following March 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,579, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;

2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of $4,438, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of $3,116, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On March 5, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows: 1. Robert J. Davies, Warrington TIF, Cost Center 370114, in the amount of $4,579;
2. Jeff C. Kennedy Trust Dated 10-1-2012, Warrington TIF, Cost Center 370114, in the amount of $4,438; and
3. Charles S. and Joan M. Shellito, Warrington TIF, Cost Center 370114, in the amount of $3,116.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_507 Northwest Syrcle Drive_March52020
Agreement_210 Delray Drive_March52020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **March 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Robert J. Davies,** (the "Recipient"), owner of residential property located at **507 Northwest Syrcle Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,579**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,579**, which shall be comprised of a cash contribution of **$4,579**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **March 2020**, and the Project shall be complete on or before the **5th** day of **June 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Robert J. Davies
507 Northwest Syrcle Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Robert J. Davies, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of January, 2020 by Robert J. Davies, Property Owner. He (__) is personally known to me or (X) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/3/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Robert J. Davies**
Property Address: **507 Northwest Syrcle Drive Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows and storm shutter installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Robert J. Davies **A Single Man**	**507 Northwest Syrcle Drive** **Pensacola, FL 32507**	**50-2S-30-6090-074-005**

Total Amount of Lien **$4,579**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Robert J. Davies, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of January, 2020 by Robert J. Davies, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/3/20

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 12/26/2019)



Replacement windows and storm shutter installation

507 Northwest Syrcle Drive – Robert J. Davies

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **March 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jeff C. Kennedy Trust Dated 10-1-2012,** (the "Recipient(s)"), owner of residential property located at **210 Delray Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,438**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,438**, which shall be comprised of a cash contribution of **$4,438**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **March 2020**, and the Project shall be complete on or before the **5th** day of **June 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Jeff C. Kennedy
Trust Dated 10-1-2012
210 Delray Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients: Jeff C. Kennedy
Trust Dated 10-1-2012

_____
Jeff Kennedy, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/16/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of January, 2020 by Jeff C. Kennedy, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jeff C. Kennedy Trust Dated 10-1-2012**
Property Address: **210 Delray Drive, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Jeff C. Kennedy	**210 Delray Drive**	**50-2S-30-5060-001-007**
Trust Dated 10-1-2012	**Pensacola, FL 32507**	

Total Amount of Lien **$4,438**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s): Jeff C. Kennedy
Trust Dated 10-1-2012

Jeff C. Kennedy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of January, 2020 by Jeff C. Kennedy, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/16/20

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 1/15/20)



Replacement Windows

210 Delray Drive – Jeff C. Kennedy Trust

Dated 10-1-2012

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **March 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Charles S. and Joan M. Shellito,** (the "Recipient(s)"), owner of residential property located at **103 Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,116**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,116**, which shall be comprised of a cash contribution of **$3,116**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **March 2020**, and the Project shall be complete on or before the **5th** day of **June 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Charles S. and Joan M. Shellito
103 Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Chas Shellito
_____
Charles S. Shellito, Property Owner

Joan M. Shellito
_____
Joan M. Shellito, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/10/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Charles S. Shellito, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Joan M. Shellito, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Charles S. and Joan M. Shellito**
Property Address: **103 Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Storm shutter installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Charles S. Shellito and Joan M. Shellito Husband and Wife	**103 Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-515-024**

Total Amount of Lien **$3,116**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Ch S Shellito

Charles S. Shellito, Property Owner

Joan M Shellito

Joan M. Shellito, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Charles S. Shellito, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Joan M. Shellito, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/10/20

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 1/8/20)



Storm shutter installation

103 Gilliland Road – Charles S. and Joan M. Shellito

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17583 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Change Orders to Purchase Order 201069 to Design Homebuilders, Inc.
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Orders to Purchase Order #201069 to Design Homebuilders, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the County Administrator's signature concerning the following Change Orders to Purchase Order #201069 to Design Homebuilders, Inc., for housing repairs at 432 Oakfield Road:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$8460
Vendor:	Design Homebuilders, Inc.
Purchase Order #:	201069
Original Award Amount:	$24,280
Change Order #1 (1/30/20):	$7200
Change Order #2 (2/18/20):	$1260
New P.O. Total:	$32,740

[Funding: Fund 120/2018 SHIP, Cost Center 370205 ($5720) and Fund 124/Affordable Housing, Cost Center 370290 ($2740)]

BACKGROUND:

The State Housing Initiatives Partnership (SHIP) program provides funding for housing repairs for low income homeowners. On October 25, 2019, the Neighborhood Enterprise Division solicited sealed bids via Vendor Registry for housing repairs for 432 West Oakfield Road for Darryl Marsh. The repair scope entailed installation of a new roof and extensive exterior repairs to address code violations. Four contractors attended the pre-bid conference and three sealed bids were received (see Exhibit I for bid documents). A Contract (Exhibit II) was awarded to Design Homebuilders, Inc., in the amount of $24,280, with a Notice to Proceed date of January 20, 2020.

After the roof was opened, evidence of active termite infestation was discovered in the roof framing, which necessitated Change Order #1 (Exhibit III), in the amount of $7200, and an additional 14 days for the contractor to replace damaged rafters, joists, fascia, and perform a termite treatment. Additional damage was discovered in the roof decking over the porch, which requires Change Order #2 (Exhibit IV), in the amount of $1260, for replacement of additional rafters, headers, and top plates and an additional 3 days. To avoid leaving the roof structure exposed, a request was made to County Administration and Purchasing to approve the additional work and bring the item to the Board for ratification at the next Board meeting instead of placing a stop work on the project until the item could be approved by the Board. Completion of repairs will allow the homeowner to have his Notice of Violation from Environmental Enforcement closed. The new Contract total will be $32,740.

BUDGETARY IMPACT:

Funding is available in Fund 120/2018 SHIP, Cost Center 370205 ($5720) and Fund 124/Affordable Housing, Cost Center 370290 ($2740). SHIP funds expended on this project cannot exceed $30,000 per the Local Housing Assistance Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The project will be completed by the Neighborhood Enterprise Division.

Attachments

Ex I-432 Oakfield Bid Documents
Ex II-432 Oakfield Contract
Ex III-Change Order 1
Ex IV-Change Order 2

EXHIBIT I

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 11/12/19
Bid Opening Time: 2:30 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2019-9
Solicitation Name: NED SHIP Single Family Housing Repair Project for Darryl Marsh

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders	$24,280	N/A		
David Griffin	$24,700			
McDELT LLC	$26,000			
Mike Motes Builders LLC	$35,000			

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Harold Coats, Clerk of Court (COC); Ashley Dodds, COC

Neighborhood Enterprise Division recommends award of contract to Design Homebuilders for a base bid of $24,280.

Status: Awarded
BCC Meeting Date: N/A

Expired Solicitation

Manage expired solicitation

Expired Solicitations / Expired Solicitation

REOPEN COPY ANALYTICS QUESTIONS SET TO 'IN REVIEW'

SET TO 'AWARDED' SET TO 'CANCELLED' NOTIFY ADD NOTE

Status: Awarded

Solicitation: SR-2019-9

Solicitation Request: NED,SHIP SINGLE FAMILY HOUSING REPAIR PROJECT FOR DARRYL S. MARSH

Deadline: 11/8/2019 12:00 PM (Central Time)

Pre-Solicitation Meeting-Date: 11/1/2019 8:30 AM (Central Time)

Pre-Solicitation Meeting-Details: The mandatory pre-bid meeting will be held at the project site located at 432 W. Oakfield

Description:
NED,SHIP single family repair project for Darryl S. Marsh located at 432 W. Oakfield Road, Pensacola, Florida 32503. Repairs are to include roof replacement and general exterior repairs with rot repair and vinyl siding.

Allow Online Bid Submittal: No

Products and Services Keywords:

- painting maintenance and repair including caulking
- roofing single family homes
- home construction, single family
- maintenance and repair, residential incl single family homes
- painting maintenance and repair

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)

- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- SHIP Housing Repair Specs D. Marsh.pdf
- 2019Nov01-180239-SHIP Housing Repair Specs D. Marsh.pdf
- Marsh Pre-Bid.pdf

Notified Vendors:

- 10/25/2019 - 850 Paint Pro (rick850@gmail.com)
- 10/25/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 10/25/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 10/25/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 10/25/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 10/25/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 10/25/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 10/25/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 10/25/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 10/25/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 10/25/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 10/25/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
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Additions:

Addition 1: Award Information

Posted: 11/25/2019

Amount: $24,280.00

Description:
Award of contract to Design Homebuilders for $24,280

Documents:

- Marsh SHIP Bid Tabulation.pdf

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SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Darryl S. Marsh (hereinafter referred to as "Owner"), and Design Homebuilders, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

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

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 432 W. Oakfield Road, Pensacola, Florida 32503 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $24,280.00 (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion

of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop

the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand

against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or

delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County,

NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT,

EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the

Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Darryl S. Marsh	Design Homebuilders, Inc.
Neighborhood Enterprise Division	432 W. Oakfield Road	2460 Bluffs Circle
221 Palafox Place, Suite 200	Pensacola, FL 32503	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip: Design Homebuilders, Inc. 2460 Bluffs Circle Pensacola, Florida 32503	**Name, Address, City, State, Zip:** Darryl S. Marsh 432 W. Oakfield Road Pensacola, Florida 32503
FL and County License No.: CRC1327740	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/12/19	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____ **By:** _____
Janice P. Gilley, County Administrator

Witness: _____ **Date:** 12-7-19

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Darryl Marsh	**JOB #:**	S-R-2019-9
ADDRESS:	432 W. Oakfield Road	**DATE PREPARED:**	10-22-2019
	Pensacola, Fl 32503	**OPENING DATE:**	10-25-2019
PHONE:	850-208-8204	**CLOSING DATE:**	11-08-2019
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

REQUIRED PERMITS AND INSPECTIONS: ROOF and SIDING

Type of Construction:	Concrete Block	Year Built: 1958
Roof:	50'x15'x2 + 26'x7'x1	
Ridge:	50 Lineal feet	
Edge metal:	174 Lineal foot	

All measurements are for reference only and should be confirmed by the bidder

Mandatory on Site Pre-Bid Conference: Friday, November 01, 2019 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous." Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER'S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor's use during the rehabilitation period.
The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once 50% of the work is completed as determined by the itemized costs for the job.
The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

Completion of Write-Up
Inspection/Sign-off by Building Inspections and/or Health Department
Acceptance by the Homeowner (Homeowner's Release & Warranty)
Warranty Paper provided to the Homeowner
Premises free from all construction debris
Submission of RRP Checklist Form & Contractor's Final Affidavit
Original Invoice from Contractor
Surety's Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on this rehabilitation job. For every day worked in excess of the THIRTY (30) day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and Additional Insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.
***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.**
Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[http://www.myescambia.com/business/purchasing-policies-and-procedures]

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

*Contractor may not be federally debarred from participating in programs as per **www.sam.gov**
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Darryl S Marsh
432 W. Oakfield Road
Pensacola, FL 32503
PAGE 1

GENERAL:

- There is no Federal Funding on this project.
  - The Homeowner will have the following sample choices, **where applicable:**
  - Roof Color 1 choice
  - Cornish Color 1 choice

ROOF REPLACEMENT:

Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 100%.). Repair/replace roof framing to include rafter tails, rafters and barge rafters approximately 500 lineal feet of 2x6.
Fasten and certify decking attachment as per Escambia County Building Code.
Install self-adhering granulated modified bitumen roll roofing with manufacturers recommended secondary water barrier as per manufacturer specifications.
Replace existing drip edge with new metal drip edge.
Install new slant-back vents. Replace gas vent caps and flashing as required.
Replace all boots with new lead or EPDM and metal boots.
Trim trees over hanging roof to clear roof by approximately 10'.
Remove tree trimming debris from premises.

EXTERIOR REPAIRS:

Repair/replace wood Cornish system and prep as required to install new metal fascia, vinyl soffit and freeze on main house.
Install new metal fascia, freeze and vented vinyl soffit Including 6'x9' porch ceiling with associated trim on house approximately 174 lineal feet.
Install trim metal on front porch beams.
Install new 3 inch house numbers in a contrasting color on the front of the house.
Detach and reinstall tv antenna and all data cables as required to perform the above described work.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

EXHIBIT III

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 409483 Vendor Name: Design Homebuilders Inc
Project Number: P.O. No. 201069 C.O. No. 1
Department: NEIGHBORHOOD ENTERPRISE P.D. No.: Date: 01/31/2020

Notes for Modifying the Scope of Award:

Additional funds and 14 days for treatment and restoration of termite damage within roof structure.

ORIGINAL PO $24,280.00
CHANGE ORDER #1 $7,200.00 and 14 days
NEW TOTAL $31,480.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME**

Previous Purchase Order Total Dollars:
Net Dollars added or subtract:
New Purchase Order Total Dollars:

Previous Contract Total Dollars: 24280
Net Dollars added or subtract: 7200
New Contract Total Dollars: 31480

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+/- change	Dollar Amount
370205	58301		+	5720.00
370290	58301		+	1480.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By:

Contract Administrator' s Certification & Approval _____ **Date** 1/31/2020

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager**_____ **Date**_____

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: January 30, 2020

Homeowner(s): Darryl S. Marsh
Address: 432 W. Oakfield Road
Pensacola, Florida 32503

The following changes to the above contract are hereby made based upon the following justification:
When the roof structure was opened to proceed with repairs it was discovered that there was a wood destroying infestation in the roof framing components (house is block construction). The contractor is requesting an additional 14 days to complete the required repairs.

Please see attached change order request submitted by Design Home Builders, Inc.
R+R damaged rafters, fascia, etc. Termite treatment

SUMMARY

Original Contract Amount:	$24,280.00
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	$24,280.00
+ Change Order Amount:	$7,200.00
New Contract Amount:	$31,480.00
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	01/20/2020
Original Contract Period:	30 days
Previous Completion Date:	02/18/2020
This Change Order () Increase ( ) Decrease	14 Days
New Contract Period	44 Days
New Completion Date	03/03/2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Homeowner Signature

Darryl S Marsh 1-30-20
Print Name Date

Homeowner Signature

Print Name: Date

CONTRACTOR:

Signature

JOSEF A. FERNANDEZ 01/30/20
Print Name Date

DESIGN HOME BUILDERS, INC.
Firm Name

NEIGHBORHOOD ENTERPRISE DIVISION

Rehabilitation Specialist or Program Director

George H Bell 1-30-20
Print Name Date

Division Manager

MEREDITH REEVES 1/30/20
Print Name Date

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

CHANGE ORDER

#1

Design Home Builders, Inc.

2460 Bluffs Cir.
Pensacola, Fl.32503

Ph. (850)435-8944 Cell(850)5163130
Tony234@bellsouth.net

01/29/2020

Mr. Darryl S. Marsh	432 W. Oakfield Rd. Pensacola, FL.	32503	

	DESCRIPTION		
	After removed roof cover we found active termites and extended damage to the entire roof system including rafters and ceiling joist. This change order is to remove every rafter, on the north side of the house, and replaced with new ones. Sister every joist after removing damage section of joist. Replace all north side top plate 2x8.and 20 ft. at south side of the house. Install new 2x4 facial were need it. Termite treatment entire house by pest control company. Replace additional 6 rafter at flat section on the front side of the house **Adding 14 extra days to completion of project.**		
		TOTAL	$ 7 200.00

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 201069-1
CHANGE DATE: 01/31/20

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Copy

VENDOR
409483
DESIGN HOMEBUILDERS INC
2460 BLUFFS CIRCLE
PENSACOLA FL 32503

pdf

SHIP TO
NEIGHBORHOOD ENTERPRISE
221 PALAFOX PLACE, 2ND FLOOR

PENSACOLA FL 32502

ATTN: SEAN WEBSTER 595-0880

ORDER DATE: 12/20/19	BUYER: PURCHASING MANAGER	REQ. NO.: 20000952	REQ. DATE: 12/13/19
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Additional funds and 14 days for treatment and restoration of termite damage within roof structure. ORIGINAL PO $24,280.00 CHANGE ORDER #1 $7,200.00 and 14 days NEW TOTAL $31,480.00		
01	.00	LOT	NED SR-2019-9 FOR SHIP HOUSING REPAIR FOR DARRYL S. MARSH AT 432 W OAKFIELD RD PER CONTRACT DATED 12/7/19.CONTRACTOR TO INCLUDE PO# ON INVOICE	7200.0000	7,200.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370205	58301	5,720.00	
01	370290	58301	1,480.00	

PAGE TOTAL $	7,200.00
TOTAL $	7,200.00

pdf Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

EXHIBIT IV

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 409483 Vendor Name: Design Homebuilders Inc
Project Number: P.O. No. 201069 C.O. No. 2
Department: NEIGHBORHOOD ENTERPRISE P.D. No.: Date: 01/31/2020

Notes for Modifying the Scope of Award:

Additional funds and 3 days to repair of rafters, headers, top plates, and installation of new underlayment.

ORIGINAL PO $24,280.00
CHANGE ORDER #1 $7,200.00 and 14 days
CHANGE ORDER #2 $1,260.00 and 3 days
NEW TOTAL $32,740.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME**

Previous Purchase Order Total Dollars:
Net Dollars added or subtract:
New Purchase Order Total Dollars:

Previous Contract Total Dollars: 31480
Net Dollars added or subtract: 1260
New Contract Total Dollars: 32740

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
370290	58301		+	1260.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By:

Contract Administrator' s Certification & Approval _____ **Date** 2/21/20 _____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager**_____ **Date**_____

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 2
Date: February 18, 2020

Homeowner(s): Darryl S. Marsh
Address: 432 W. Oakfield Road
Pensacola, Florida 32503

The following changes to the above contract are hereby made based upon the following justification:
When the front elevation of the roof structure was opened additional damage was discovered in the roof framing components (house is block construction). The contractor is requesting an additional 3 days to complete the required repairs.

Please see attached change order request submitted by Design Home Builders, Inc.

R+R rafters @ front, headers, top plates; install new underlayment

SUMMARY

Original Contract Amount:	$24,280.00
Previous Additions (Change Order No. 1)	$7,200.00
Previous Deletions (Change Order No. ___)	
Current Contract Amount:	$31,480.00
+ Change Order Amount:	$1,260.00
New Contract Amount:	$32,740.00
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	01/20/2020
Original Contract Period:	30 days
Previous Completion Date:	03/03/2020
This Change Order () Increase ( ) Decrease	3 Days
New Contract Period	47 Days
New Completion Date	03/06/2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Homeowner Signature

Darryl S. Marsh 2-19-2020
Print Name Date

Homeowner Signature

Print Name: Date

NEIGHBORHOOD ENTERPRISE DIVISION

Rehabilitation Specialist or Program Director

Grace H. Rol 2-19-2020
Print Name Date

Division Manager

MEREDITH REEVES 2/19/20
Print Name Date

CONTRACTOR:

Signature

JOSE A. FERNANDEZ 02/19/2020
Print Name Date

DESIGN HOME BUILDERS, INC.
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

CHANGE ORDER

#2

Design Home Builders, Inc.

2460 Bluffs Cir.
Pensacola, Fl.32503

Ph. (850)435-8944 Cell(850)5163130
Tony234@bellsouth.net

02/17/2020

Mr. Darryl S. Marsh	432 W. Oakfield Rd. Pensacola, FL.	32503	

	DESCRIPTION		
	After removed roof decking front porch found Extender damage to members that was no able to detect till removal of decking. Remove and replace about 12 ft of 2x8 top plates. Remove and replace about 22 ln ft. of heather. Remove additional porch joist and rafter. Frame porch rafter and joists. Install OSB under laymen. Increase pitch in new rafters to eliminated flat roof. **Adding 3 extra days to completion of project.** Fund 124		
		TOTAL	**$ 1 260.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17582 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Change Order #2 to Purchase Order 201052 to Larry Gates Construction
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Change Order #2 to Purchase Order #201052 to Larry Gates Construction - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Purchase Order #201052 to Larry Gates Construction for asbestos removal and disposal at 101 and 103 Diego Circle:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$18,300
Vendor:	Larry Gates Construction
Purchase Order #:	201052
Original Award Amount:	$11,800
New P.O. Total:	$30,100
Funding Fund 129/2017 CDBG, Cost Center 370231	

BACKGROUND:

The Neighborhood & Human Services Department has been acquiring blighted structures under the Erress Diego Blight Reduction Project. After acquiring 101 and 103 Diego, competitive bids were received for the demolition of the two townhomes and for asbestos testing. A Purchase Order was issued for these tasks, in the amount of $11,800. **Change Order #1 was issued to modify the**

Object Code, per instruction from the Clerk's office. After asbestos testing was performed, both properties were found to contain asbestos, and a Change Order request (attached) was submitted to have the asbestos removed and properly disposed. Change Order #2, in the amount of $18,300, will bring the job total to $30,100.

BUDGETARY IMPACT:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$18,300
Vendor:	Larry Gates Construction
Purchase Order #:	201052
Original Award Amount:	$11,800
New P.O. Total:	$30,100
Funding Fund 129/2017 CDBG, Cost Center 370231	

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order 2-101 & 103 Diego

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 423827 Vendor Name: LARRY GATES CONSTRUCTION
Project Number: P.O. No. 201052 C.O. No. 2
Department: NEIGHBORHOOD ENTERPRISE P.D. No.: Date: 02/10/20

Notes for Modifying the Scope of Award:

Additional funds required for Asbestos Abatement of 101 & 103 Diego Circle.

ORIGINAL PO $11,800.00
CHANGE ORDER #1 $0.00
CHANGE ORDER #2 $18,300.00
NEW TOTAL $30,100.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME**

Previous Purchase Order Total Dollars:
Net Dollars added or subtract:
New Purchase Order Total Dollars:

Previous Contract Total Dollars: 11800
Net Dollars added or subtract: 18300
New Contract Total Dollars: 30100

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+/- change	Dollar Amount
370231	58301		+	9150
370231	58301		+	9150

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator' s Certification & Approval _____ **Date** 2/10/2020 **Request Prepared By:** _____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager**_____ **Date**_____

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

Larry Gates Construction
8077 Kipling Street
Pensacola, FL 32514

2/9/2020

Board of County Commissioners
Escambia County FL
213 Palafox Place Second Floor Suite 11.101
Pensacola, FL 32591

Re: Change Order 201052

Original PO consisted of Demolition of 101 & 103 Diego Circle. After Asbestos survey was conducted and Asbestos was detected in the ceiling of each unit. We are requesting a change order for the PO #201052 that will include the following scope of work: Asbestos abatement of approximately 2,600 square feet of ceiling texture throughout two structures for the sums below:

Asbestos Removal 101 Diego Circle $9150.00
Asbestos Removal 103 Diego Circle $9150.00
Grand Total $18,300.00

Sincerely,

Larry Gates

approved
2/10/20

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17563 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for CDBG Housing Rehabilitation Services for 5711 Almax Court
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 5711 Almax Court - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 5711 Almax Court:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Beverly Avergel Faubion, Owner; per the terms and conditions of NED C-R-2020-5, NED CDBG Housing Repair for 5711 Almax Court, for a base bid of $56,100; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 129/2017 CDBG Housing Rehab, Cost Center 370230]

BACKGROUND:

An Invitation to Bid for project NED C-R-2020-5, NED CDBG Housing Repair for 5711 Almax Court was published in the *Pensacola News Journal* and in Vendor Registry on January 24, 2020 (Exhibit I), and accessed by 75 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on January 31, 2020 at the property, which was attended by three firms. Sealed bids were received from three firms on January 27, 2020, with MCDELT, LLC, being the lowest, most

responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of $56,100.

Repairs for this property will include roof replacement, electrical re-wire and associated installation of replacement lighting fixtures, replacement of all water supply and drain lines and associated installation of new plumbing fixtures, installation of new heat pump system, replacement of exterior doors, assorted exterior repairs to address wood rot, bathroom and kitchen repairs, and associated interior repairs to address sheetrock damage that will be incurred in the course of the rehabilitation.

BUDGETARY IMPACT:

Funds are available in Fund 129/2017 CDBG Housing Rehab, Cost Center 370230.

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 5711 Almax

Ex II-Bid Tabulation-5711 Almax Ct

Ex III-Contract 5711 Almax

EXHIBIT I

Expired Solicitation

Manage expired solicitation

Expired Solicitations / Expired Solicitation

REOPEN COPY ANALYTICS QUESTIONS SET TO 'IN REVIEW'

SET TO 'AWARDED' SET TO 'CANCELLED' NOTIFY ADD NOTE

Status: In Review

Solicitation: NED C-R-2020-5

Solicitation Request: NED CDBG HOUSING REPAIR for 5711 Almax Court

Deadline: 2/7/2020 12:00 PM (Central Time)

Pre-Solicitation Meeting-Date: 1/31/2020 8:30 AM (Central Time)

Pre-Solicitation Meeting-Details: Mandatory pre-bid conference will be held at the project site on January 31, 2020 at 8:30AM

Description:
NED CDBG single family rehabilitation project for Beverly Faubion located at 5711 Almax Court, Pensacola, Florida 32506. Repairs include electrical, mechanical, roofing, cornice work and doors.

Allow Online Bid Submittal: No

Products and Services Keywords:
- Roofing residential single famil
- Roofing residential single family
- painting and maintenance including caulking
- painting and maintenance

Products and Services:
- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- CDBG Moderate Rehab Specs Beverly Faubion.pdf
- Pre-bid 5711 Almax.pdf

Notified Vendors:

- 1/24/2020 - 850 Paint Pro (rick850@gmail.com)
- 1/24/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 1/24/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 1/24/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 1/24/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
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- 1/24/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 1/24/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 1/24/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 1/24/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 1/24/2020 - Greenhut Construction (randy@greenhut.com)
- 1/24/2020 - Homes By Vets (eric@homesbyvets.com)
- 1/24/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 1/24/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
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- 2/13/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 2/13/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 2/13/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 2/13/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 2/13/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 2/13/2020 - Chris Perritt LLC (chrp4x4@aol.com)
- 2/13/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 2/13/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 2/13/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 2/13/2020 - Construction Journal (bids@thecj.com)
- 2/13/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 2/13/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 2/13/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
- 2/13/2020 - D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 2/13/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 2/13/2020 - Design Home Builders, Inc. (tony234@bellsouth.net)
- 2/13/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 2/13/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 2/13/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 2/13/2020 - Duggins Services, Inc (sales@dugginsservices.com)
- 2/13/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 2/13/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 2/13/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 2/13/2020 - empire builders (mike@empirebuildersgroup.com)
- 2/13/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 2/13/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 2/13/2020 - English Brothers (sitoenglish@yahoo.com)
- 2/13/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 2/13/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 2/13/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 2/13/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 2/13/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 2/13/2020 - Greenhut Construction (randy@greenhut.com)
- 2/13/2020 - Homes By Vets (eric@homesbyvets.com)
- 2/13/2020 - Huey's Works Corporation (admin@hueysworks.com)

- 2/13/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/13/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/13/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/13/2020 - iSqFt (content@constructconnect.com)
- 2/13/2020 - iSqFt (kosborn@isqft.com)
- 2/13/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 2/13/2020 - J&E Construction (may@jeconstruct.com)
- 2/13/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 2/13/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 2/13/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 2/13/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 2/13/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 2/13/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 2/13/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/13/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 2/13/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/13/2020 - MCDELT LLC (nisbez@me.com)
- 2/13/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/13/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/13/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/13/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 2/13/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/13/2020 - Olvera Company (mike@olveracompany.com)
- 2/13/2020 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 2/13/2020 - ParsCo, LLC (amir@pars-co.net)
- 2/13/2020 - Pat's Pump & Blower (kfender@patspump.com)
- 2/13/2020 - Pat's Pump & Blower (patspump@aol.com)
- 2/13/2020 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 2/13/2020 - Reasor Building Group (matt.hall@rbg8a.com)
- 2/13/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 2/13/2020 - Renaissance BCI (jack@renaissance-bci.com)
- 2/13/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 2/13/2020 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 2/13/2020 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/13/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/13/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 2/13/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 2/13/2020 - Straight Finesse Lawn Care, LLC (dkennedy378@gmail.com)
- 2/13/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 2/13/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 2/13/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/13/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)

- 2/13/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/13/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/13/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 2/13/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 2/13/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/13/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/13/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 2/13/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Additions:

Addition 1: In Review

Posted: 2/13/2020

Description:
Contract Award to be considered at 03/05/20 BBC meeting

Documents:

- Bid Tab template B. Faubion.docx

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PENSACOLA News Journal pnj.com

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PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE TO BIDDERS

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

01/24/20

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

Sworn to and Subscribed before me this 24th of January 2020, by legal clerk who is personally known to me

Kathleen Allen
Affiant

Shelly Hora
Notary Public State of Wisconsin, County of Brown

8-25-23
My commission expires

Publication Cost: $126.50
Ad No: 0004009950
Customer No: PNJ-26745500

This is not an invoice

SHELLY HORA
Notary Public
State of Wisconsin

PUBLIC NOTICE TO BIDDERS

Sealed bids will be received until Friday, February 07, 2020 at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place Suite 200 Pensacola Florida, for rehabilitation of the residential dwelling located at 5711 Amen Court Pensacola Florida 32506 under the Escambia County Community Development Block Grant (CDBG) Program.

Specifications may be obtained by reviewing the "Solicitations" link on the Escambia County Purchasing site at https://myescambia.com/our-services/purchasing. For bids to be considered they must include all required documentation, bid cost, must be in ink, must be signed by the submitting contractor, and must be hand delivered to the NED office by the above deadline. Any bid that does not meet the above requirements will not be considered. Escambia County reserves the right to reject any or all bids.

A mandatory Pre-Bid Conference will be held at 9:30 AM CST, Friday, January 31, 2020 at 5711 Amen Court, Pensacola Florida 32506. Bid Opening will be at 2:15 PM, Monday, February 10, 2020, at the NED Office.

General questions may be directed to the NED Office at 859-595-3022 or ned@myescambia.com. Small Business and minority contractors who wish to participate in the Escambia County CDBG Program should contact the NED office for additional information.
Legal No. 4009950 1T 01/24/2020

EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 02/10/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED C-R-2020-5
Solicitation Name: NED CDBG HOUSING REPAIR for 5711 Almax Court

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders	$69,920.00	$1,800.00	$8,500.00	$80,220.00
MCDELT,LLC	$56,100.00	$1,400.00	$3,000.00	$60,100.00
Mike Motes Builders LLC	$85,055.00	$1,800.00	$8,500.00	$95,355.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to MCDELT, LLC for the base bid of $56,100.

Status: Under Review
BCC Meeting Date: 03/05/20

CDBG HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between __Beverly Avergel Faubion____ (hereinafter referred to as "Owner"), and _MCDELT, LLC__ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the **CDBG Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

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

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _5711 Almax Court, Pensacola, FL 32506_ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$ 56,100.00** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **sixty (60) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay,

stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so

damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from

County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion

thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f)

becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 <u>Termination for Owner's Default</u>. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if

applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc. shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of CDBG funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred

by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the Project. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. Upon completion of the Project, the Owner shall be responsible for reinstallation of rugs, draperies, wall coverings, and furniture unless otherwise specified in the Scope of Work.

If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project and agrees not to enter the work site during any lead based paint hazard abatement work on the premises.

Section 23. Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP).

The subject property ☒ was/☐ was not constructed prior to 1978.

If the subject property was constructed prior to 1978, then the following provisions shall apply:

The County/NED and/or Owner shall provide Contractor with a copy of the Lead Based Paint (LBP) Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has or will be remediated in accordance with the Work Plan provided by the Risk Assessor assigned to the Project. The Risk Assessor shall perform a clearance inspection prior to final completion and acceptance of the work. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. If clearance is not achieved upon the first inspection, Contractor shall promptly perform such additional work as required to achieve clearance and all additional clearance inspections will be at the Contractor's expense. The Project shall not be deemed complete in accordance with **Section 11** until the Risk Assessment Firm furnishes NED with certification that the lead-based paint hazard, evaluated at the time of initial risk assessment, has been abated.

Contractor is an EPA Certified Renovation Firm and has provided a copy of said certification to Owner and the County/NED. All work performed pursuant to this Agreement shall be in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Recordkeeping Checklist" at close of job to Owner and NED, if applicable.

Section 24. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND

AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 25. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 26. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 27. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 28. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 29. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 30. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 31. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Beverly Avergel Faubion	MCDELT, LLC
Neighborhood Enterprise Division	5711 Almax Court	4675 Balmoral Drive
221 Palafox Place, Suite 200	Pensacola, FL 32506	Pensacola, FL 32504
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 32. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 33. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 34. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 35. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 36. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be

deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 37. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, MCDELT, LLC 4675 Balmoral Drive Pensacola, FL 32504	**Name, Address, City, State, Zip:** Beverly Avergel Faubion 5711 Almax Court Pensacola, FL 32506
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 2/10/2020	**Date of BCC Acceptance:** 03/05/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-21-2020

EXHIBIT A

ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	Beverly Faubion	**JOB #:**	NED C-R-2020-5
ADDRESS:	5711 Almax Court	**DATE PREPARED:**	01-15-2020
	Pensacola, Florida 32506	**OPENING DATE:**	01/24/2020
PHONE:	850-288-7744	**CLOSING DATE:**	02/07/2020
		CLOSING TIME:	Noon

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

$ _____
REHABILITATION COST

_____
CONTRACTOR'S SIGNATURE

_____
TITLE

_____
FIRM

$ _____
TOTAL JOB COST

_____
FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS: Roof, Plumbing, Electrical, Mechanical, Windows and Doors

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site Pre-Bid Conference:</u> January 31, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF BID with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings. Items left within the unit, which are to be removed/replaced by the Contractor become the property of the Contractor.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment, if applicable

LEAD BASED PAINT (LBP)/RRP REQUIREMENTS

Abatement of LBP, at or above the LSHR hazardous level, will be performed by a certified Lead Abatement Contractor, with no rehab work to begin until the Abatement Contractor has achieved clearance.

The subject housing unit was built prior to 1978 and is therefore a “targeted property” under the EPA’s RRP rule, as some painted surfaces may be disturbed. Therefore, “Safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record-Keeping Checklist” form.

COMPLETION DATE

There is a SIXTY (60) day time limit on each rehabilitation job. For every day worked in excess of the SIXTY day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

A Notice to Proceed will be issued once the homeowner has vacated the property and will take into account LBP remediation to be performed by a certified Lead Abatement Contractor if applicable to the property.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.**
Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:
*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

CDBG Rehabilitation Program
Beverly Faubion
5711 Almax Court
Pensacola, FL 32506
PAGE 1

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
Federal funds (Escambia County CDBG) are being used to renovate this property
Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm’s certification must be submitted prior to entering contract with said contractor.

*The Homeowner will have the following sample choices, **where applicable:**

1. Shingles Color -1 choice
2. Interior Trim, Satin or Semi-Gloss Latex-1 choice
3. Interior Walls, Eggshell Latex-1 choice
4. Vinyl floor color-1 choice
5. Cornice color- 1 choice

PLUMBING:

Replace fresh water supply lines going to fixtures and appliances, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new washer box as per Escambia County Code.
Install new ice maker line and box as per Escambia County Code.
Install 2 new Delta vanity sink faucets with pop up drains model 520-SSMPU-DST or equivalent.
Install 1 new Delta shower faucet with valve model T13220-SS or equivalent.
Install 1 new Delta shower/tub faucet with valve model T13420-SS or equivalent.
Detach and reset kitchen sink and faucet.
Install a new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new seat in back bath.
Install a walk in shower in back bath with surround model Aquatic A2 Shower or equivalent.
Install walk in shower in hall bath with surround model Aquatic AX160304PSTR-WH or equivalent.
Install new all metal Stainless steel sink baskets with strainers.

Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilet, vanity and kitchen sink.
Detach and reset hall bath toilet with new floor flange.
Plumbing total $_____

ELECTRICAL:
Remove existing electrical wiring and metal boxes. Re-wire total house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.
A new meter base/power pack and riser may be required. A new breaker panel will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke detectors shall be hardwired with battery back-up as required per Escambia County Code.
All receptacles, switches and cover plates shall be new devices.
All existing and new appliances will have new pigtails installed to match new receptacles.
Unit shall have 2 exterior receptacles, consult homeowner for location.
Lighting Schedule:
Bedrooms and rear entry Hampton Bay Glendale ceiling fan model AM212BN or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ, FPZ8012A or equivalent.
Storage/laundry, Hampton Bay FZP8012A or equivalent.
Hallway, Hampton Bay model FZP8012A or equivalent.
Bathroom, Volume Lighting model V1124-79 or equivalent.
Tub room, FZP8012A or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.
Carport, WB0325 or equivalent.
Exterior flood at SW corner, 2 bulb type.
All fixtures shall be LED or have led light bulbs installed.
Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where are fans installed.
Install a new doorbell with a new button at carport door.
Electrical total $_____

MECHANICAL:
Install new heat pump system with air handler and ductwork.
Return air grill is to be removable filter type with filter installed.
New system will require a new mechanical closet to be constructed using a portion of the large closet located in the hall. This will require some framing, drywall, trim work including shelving and new door units to modified closets, stain and finish new doors to match existing as close as possible.
Heater closet and new unit are to meet current Escambia County Code.
All units installed during rehabilitation must meet state energy efficiency rating guidelines.
Install a new digital thermostat control.
All interior doors of heated rooms must have ½" clearance from top of finished floor covering to bottom of door for return air.
Mechanical Contractor to provide NED with a Manual J to support unit size installed.
Install a new Broan 40000 series vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.
Install a new dryer exhaust vented to the atmosphere as per Escambia County code.
Mechanical total $_____

CABINETRY:
Remove upper and lower cabinets in kitchen and vanities and dispose.
Install approximately 34 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 15 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Install 2 new vanities and tops in both baths with integrated sink
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.
Cabinetry total $_____

HALL:

Install door units to 3 bedrooms with hardware, stain and finish new doors to match existing as close as possible.

Remove existing return air vent in ceiling, repair ceiling with texture to match surrounding area as close as possible.

Hall Total $_____

HALL VANITY AND BATH AREA 4X2'8"+7'X5'X8':

Remove existing ceramic walls and floor, medicine cabinet, wall light fixture and tub in bath area. Note that the wall light will be relocated to ceiling.

Install door unit with hardware between vanity area and bath, stain and finish new door to match existing as close as possible.

Remove existing door unit and install cased opening from vanity area to hall, stain and finish new opening to match existing as close as possible.

Bring existing floor to finished grade of existing floor.

Repair walls and ceiling with texture to match surrounding area as close possible.

Prep floor and install new vinyl floor allowing $30.00 per square yard for labor and material.

Install wood base and shoe moulding or 1/4 round.

Install a towel bar in each space, a shower rod and toilet paper holder.

Hall vanity and bath total $_____

BACK BATH AREA 4'x5'+shower area 3'x3'x8':

Remove existing ceramic walls and floor, medicine cabinet.

Install door unit with hardware, stain and finish new door to match existing as close as possible.

Bring existing floor to finished grade of existing floor.

Repair walls and ceiling with texture to match surrounding area as close possible.

Prep floor and install new vinyl floor allowing $30.00 per square yard for labor and material.

Install wood base and shoe moulding or 1/4 round.

Install a towel bar, shower rod and toilet paper holder.

Install three 1-1/4" grab bars with two being in the shower area and one being at the toilet.

Back bath total $_____

INTERIOR WALLS:

Repair all drywall surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

Interior wall repairs total $_____

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.
Interior ceiling repair total $_____

WINDOWS AND EXTERIOR DOORS:
There are seventeen (17) existing windows that are to be fitted with screens.
Install new vinyl insulated (double glazed) sliding glass door unit complete with trim, low-e glass, screen and required hardware.
Replace front and rear entry door units with hurricane rated metal clad insulated 6 panel colonial door units with thresholds, weather stripping and trim.
Replace laundry/storage room door with an outswing metal clad insulated 6 panel colonial door unit with threshold, weather stripping and trim.
Rear entry door is to have a peep hole.
Detach and reset storm door at front entrance.
Install new dead bolts and lock sets that are keyed alike on new exterior door units.
Window and door total $_____

ROOF REPLACEMENT57'x16'x2+25'x3'x1+ 30'x1'x1+ low pitch 30'x18'x1:
Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 400 sq. ft.).
Remove existing gas vents on roof, no longer in use.
Re-frame area above storage/laundry and carport area as required.
Refasten and certify decking attachment as per Escambia County Building Code.
Install secondary water barrier as per Escambia County Building Code.
Replace existing drip edge with new metal drip edge.
Install 30 year shingle roof on main roof as per manufacturer's specifications.
Install self-adhering granulated modified bitumen roll roofing as per manufacturer specifications on low slope area.
Flash chimney as required and install flue cap on chimney.
Install new slant-back vents.
Replace all boots with new lead or EPDM and metal boots.
Install approximately 20 linear foot of new shingle over ridge vent.
Trim any trees over hanging roof to clear roof by approximately 10'.
Remove tree trimming debris from premises.
Roof total $_____

EXTERIOR REPAIRS:

Repair/replace wood as required and prep to install new metal fascia and freeze on main house.
Install new metal fascia, freeze and vented vinyl soffit with associated trim on house.
Repair/ replace wood ceilings as required and prep to install new solid vinyl soffit on carport and porch ceiling with associated trim.
Paint exterior of new door units with exterior grade paint.
Detach and reinstall all data cables as required to perform the above described work.
Exterior total $_____

TOTAL REHABILITATION COST: $_____

(TO FRONT COVER)

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17579 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Spring Harvest Fest - Shiloh Primitive Baptist Church
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for Spring Harvest Fest, Shiloh Primitive Baptist Church - Commissioner Lumon J. May, District 3

That the Board approve funding $250 to sponsor Spring Harvest Fest, Shiloh Primitive Baptist Church from Commissioner Lumon May's discretionary fund.

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

BACKGROUND:

The event will take place on Saturday, April 25, 2020, on the church grounds.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the District 3 office will work with Shiloh Primitive Baptist Church to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17532 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Issuance of a Purchase Order for Groundskeeping at Perdido Landfill and Palafox Transfer Station
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order to Safe Lawn, Inc., for Groundskeeping at Perdido Landfill and Palafox Transfer Station - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning a Purchase Order to Safe Lawn, Inc., for Groundskeeping at Perdido Landfill and Palafox Transfer Station:

A. Authorize the issuance of a Purchase Order to Safe Lawn, Inc., in the amount of $31,075, for groundskeeping at Perdido Landfill and Palafox Transfer Station, per the terms provided in the Groundskeeping Scope of Work, for Fiscal Year 2019-2020; and

B. Authorize the County Administrator to sign the Purchase Order.

This request for quotations was emailed to 166 registrants in Vendor Registry, representing 99 firms. 51 firms opened and viewed the request for quotations. At closing on September 27, 2019, 12:00 p.m., five quotations had been received, with three registered through Vendor Registry and two hand delivered.

Vendor/Contractor	Amount	Contract Number
SAFE LAWN, INC. **Groundskeeping Services** **Fund 401, Solid Waste Fund** **Cost Center: 230314, SW Operations;** **Object Code: 53401, Other Contractual**	**$31,075**	**N/A** **Request for Quotations via Vendor Registry**

Services; ($27,025) **Cost Center: 230307, SW Transfer Station Object Code: 53401, Other Contractual Services; ($4,050)**		**Vendor Registry and/or Hand Delivery**

BACKGROUND:

A request for quotations for Groundskeeping (small mow) was posted on Vendor Registry beginning September 6, 2019, to receive quotes for a contractor to provide mowing, edging, trimming, planting (no trees), weed and vegetation control (including trees, shrubs and aquatic weeds) and chemical treatment at the Perdido Landfill and Palafox Transfer Station locations, during the typical growing season.

This request for quotations was emailed to 166 registrants in Vendor Registry, representing 99 firms. 51 firms opened and viewed the request for quotations. At closing on September 27, 2019, 12:00 p.m., five quotations had been received, with three registered through Vendor Registry and two hand delivered.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
SAFE LAWN, INC. **Groundskeeping Services** **Fund: 401, Solid Waste Fund** **Cost Center: 230314, SW Operations; Object Code: 53401, Other Contractual Services; ($27,025)** **Cost Center: 230307, SW Transfer Station Object Code: 53401, Other Contractual Services; ($4,050)**	**$31,075**	**N/A** **Request for Quotations via Vendor Registry and/or Hand Delivery**

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

This Recommendation was prepared by Waste Services Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

Waste Services Department will coordinate with the Office of Purchasing for the issuance of the Purchase Order and County Administrator's signing.

Attachments

Groundskeeping Quote Summary_SOW

VR Analytics_Groundskeeping

PURCHASE REQUEST FORM

FY2019-20

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

DATE: 10/8/2019

PROJECT AND/OR PROPERTY NUMBER: Groundskeeping at Perdido Landfill and Palafox Transfer Station

Vendor #: W-9 Attached

SUGGESTED VENDOR NAME: Safe Lawn Inc

ADDRESS: 2285 Atwood Drive Pensacola FL 32514

COUNTY PICKUP: _____ VENDOR DELIVERY: x DATE NEEDED: _____

PERSON ISSUING THIS REQUEST: Julie Gonzalez for Pat Johnson

PURCHASE ORDER: x VOUCHER: _____ VISA: _____

APPROVED BY: _____ DATE APPROVED: 10/15/19

SPECIAL INSTRUCTIONS: _____

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	Lot	GROUNDSKEEPING SERVICES FOR THE PERDIDO		31,075.00	31,075.00
		LANDFILL AND PALAFOX TRANSFER STATION FOR PERIOD C			
		10/1/19 through 9/30/20.			
Cost Center	**Obj Code**				
230314	53401	Solid Waste Operations	Other Contractual Services		27,025.00
230307	53401	Solid Waste Transfer Station	Other Contractual Services		4,050.00
				TOTAL	$ 31,075.00

Purchase Requisition Worksheet
Quotation Summary Vendor Registry/Email/Hand Delivered

Quotes received by: Julie Gonzalez Date: 10/1/2019

Description: Groundskeeping for Waste Services Department, Perdido LF/Palafox Transfer Station FY 2019/20

Hand Delivered 09/27/2019 | **Hand Delivered 09/26/2019** | **---------- Received via Vendor Registry ---------- Per Date Shown**

Vendor Number	Vendor Number	Vendor Number	Vendor Number	Vendor Number
Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Safe Lawn	Verato/Hedgemow	The Four C's	Mom's Landscaping	New World Clearing
Phone: 850-912-4186	Phone:	Phone:	Phone: 850-901-7365	Phone:
mysafelawn@aol.com				
Contact	Contact	Contact	Contact	Contact
Chris Dewberry	Eric Majors	Eric Cigalotti	Ronald Morris	Latasha Jones

Price Vendor 1		Price Vendor 2		Price Vendor 3		Price Vendor 4		Price Vendor 5	
Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
	$ 31,075.00		$ 33,771.00		$ 39,900.00		$ 61,385.00		$ 100,545.00

ESCAMBIA COUNTY WASTE SERVICES DEPARTMENT

GROUNDSKEEPING SCOPE OF WORK

PERDIDO LANDFILL AND PALAFOX TRANSFER STATION

Scope of Services:
Contractor to provide mowing, trimming and chemical treatment at the Perdido Landfill and Palafox Transfer Station during the typical growing season.

Work consists of routine mowing, trimming and chemical treatment of grass and vegetation on the landfill site with conventional mowing/trimming equipment. Vegetation consists of planted and or natural grasses, bushes, weeds and other vegetation within the area to be mowed. *All work to be performed during normal business hours.*

The Contractor shall be responsible for policing and removal of any trash, litter, etc. that would be torn, ripped or scattered by the mower and result in an objectionable appearance within the area to be mowed or trimmed. The Contractor shall exercise the necessary care to preclude any source of litter by the Contractor's operation.

All grass and vegetation shall be cut to a minimum height of two (2) inches. No streaking or scalping shall be allowed in the areas mowed.

Frequency of Mowing/Trimming:
Waste Services shall determine estimated number of acres to be completed within a specified number of calendar days for each site, when to begin each mowing cycle and the total number of cycles. The Contractor shall mow and trim up to the limits maintained by Waste Services. A description of service areas and maintenance schedule for a typical year are included as separate documents.

NOTE: Extreme weather conditions (wet or dry), which influence vegetation growth, may impact total number of mow/trim cycles per year.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle. At times, work by the County, other Contractors or weather conditions may prevent the Contractor from servicing an area. The area will be eliminated during the period designated by the Department as will compensation to the Contractor for that area.

Equipment:
The Contractor is responsible for complying with Department's Personal Protective Equipment Policy while performing work for the Department. Policy can be obtained from Waste Services.

Mowing and trimming equipment shall be maintained to produce a clean, sharp cut. The Contractor shall furnish enough resources to accomplish the work satisfactorily within the specified cycle time.

Mowers shall be equipped with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor and operating. Safety devices installed by the manufacturer and protective devices on mowers and trimmers shall be properly installed and maintained at all times when the equipment is in use.

If Waste Services determines that any equipment is deficient in safety devices, the Contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Department.

Inspection of the Contractor's equipment by the Department shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the Contractor of the responsibility to meet the established time for completion of the mowing cycle.

Damage Repair:
Negligence by the Contractor which results in property damage public or private shall be repaired or replaced by the Contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement shall be completed in a timely manner.

Acceptance for Payment:
Upon completion of each service cycle Contractor will invoice Waste Services. Prior to paying the invoice, the Department representative will inspect work and notify the Contractor if the invoiced work has not been completed as per contract.

Waste Services reserves the right to withhold payment for services if it is determined that the work is incomplete. The Department will not allow payment until the Contractor has remedied the work to the satisfaction of the Department. The Department reserves the right to cancel contract if due diligence is not provided to satisfactorily comply with all requirements of this contract.

SERVICE AREAS AND MAINTENANCE SCHEDULE - PERDIDO LANDFILL

Schedule Subject to Change Based on Weather Conditions.

[1]*All measurements approximate using Google Maps©*

C3 Guardrail, Outfalls and Endwalls: *Conveyance* extends along the north and the west boundaries of Section C3. All structures to be chemically treated. Chemically treat along the guardrail area and around the base of each guardrail post to the concrete curb, concrete edges of the outfalls and endwalls.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
C3 Guardrail, Outfalls, Endwalls approx. 1080 feet[1] - *chemical treatment*	0	0	0	0	1	0	1	1	0	1

CCC Garden: Turf area requiring mowing, trimming around tree bases, edging curbs.
Litter/debris is to be removed before mowing.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
CCC Garden approx. 0.24 acres[1] *mow and trim around trees*	1	0	0	1	1	1	1	1	1	1

East Concrete Conveyance and Terrace Outfalls: *Conveyance* extends along the east perimeter of the landfill site to the south storm water pond. Chemically treat weep holes and expansion joints within the conveyance. Trim edges on both sides of the conveyance where the mower cannot access. D*o not scalp trimmed areas. Terrace Outfalls* are located along the concrete ditch. Outfall structure is composed of cement rip rap bags and is to be chemically treated. Trimming/mowing is required on both sides of the terrace outfalls in the areas the mower cannot access. The size of the areas vary based on the Large Machine mowing.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
East Concrete Conveyance approx. 1527 feet[1] - *chemical treatment/trim*	0	0	1	0	1	1	1	1	1	1
East Conveyance: *Terrace Outfalls* 3 ea. - *mow/trim/chemical treat*	0	0	1	0	1	1	1	1	1	1

Fence Lines: Base of fence lines to be trimmed or chemically treated no greater then four inches (4") from fence line. Fence lines are located: along Beulah Road at the main entrance to the landfill; along both sides of Range Road to the pole gate, the perimeter of the HHW area, a portion of the RMRF area. Chemical treatment must not cause areas to erode during rain events.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Fence Lines at HHW, Leachate Basin and Front Property Line approx. 2600 feet[1] - *chemical treatment*	0	0	0	0	1	0	0	1	0	1

Gas Flare: Located on the east side of Beulah Road directly across from the landfill entrance. Mow around trees outside of the fence at the entrance. Trim base of trees so as to not cause damage. Chemical treat street-facing fenceline, approx. 100 ft.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Gas Flare approx. 0.5 acres[1] *mow and trim around trees chem treat 100 ft. fenceline*	0	0	0	0	1	1	1	1	1	1

Guard Rail Main Entrance: Located inside the landfill boundary fence starting at the main entrance road and extending to just before the scale house. Chemically treat the base.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Guard Rail Main Entrance										
approx. 527 feet[1] - *chemical treatment*	1	0	0	0	1	1	1	1	1	1

Leachate Basins: Designated turf area containing a pump house, exposed liner, electrical cable, electrical panels and fence line. Mow inside and outside of fence. Trim around areas of electrical cable, Trim around exterior of building and around base of pipes. Base of perimeter fence may be chemically treated no greater than 4" from fence line. Chemical treatment must not cause area to erode during rain events. *Liner Protection:* The leachate basins have exposed liner which can be damaged by equipment. Precautionary measures must be taken by the Contractor to prevent any damage to the liner. Repairs to damage require a specialty contractor, and payment is the responsibility of the Contractor.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Leachate Basins										
approx. .25 acre[1] - *mow/trim turf inside & out*	3	1	1	1	4	4	4	4	5	4

Lift Stations: There are six lift stations, 3 along the east and 3 along the west perimeters of the landfill site. Stations require mowing/trimming in an approximate 10 feet diameter around each lift station and electrical box/pole so that area can be accessed for maintenance. Chemical treatment can be used against the lift station itself. If chemically treated, the treatment must not cause erosion during rain events.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Lift Stations (5 ea.)										
mow/trim approx. 10 ft. perimeter around each	1	1	1	1	1	1	1	1	1	1

Pump Houses: Pump houses are located at the southeast pond, southwest pond and sand filter pond. A 10-foot perimeter around each pump house should be mowed/trimmed, including any power poles, so the area can be accessed for daily maintenance. All above-ground piping is to be treated. Chemical treatment may be used along the edges of the buildings and exposed pipe. If chemically treated, the treatment must not cause erosion during rain events.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Pump Houses (3 ea.)										
mow/trim approx 10 ft. perimeter around each	1	1	1	1	1	1	1	1	1	1

Range Road to the Pole Gate: Mow around the recycling containers and on the right and on the left side of Range Road up to the fence lines. Trim around signs, bollards, utility poles and recycling containers. Areas that cannot be mowed along the fenceline shall be trimmed. Fenceline itself is to be chemically treated. This area frequently has concentrated litter that will need to be removed before mowing.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Range Road to Pole Gate										
approx. 1.25 acres[1] *mow/trim*	3	1	1	1	4	4	4	4	5	4

Riverwalk: Designated turf area. Trim around recreation fixtures. Trim around or chemically treat base of signage. Pine needles to be swept/blown to base of trees. Base of trees shall be trimmed if necessary.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
River Walk approx 0.30 acres[1] - *mow & trim*	1	0	0	1	2	2	2	2	3	2

RMRF Concrete Conveyance and Outfalls: Conveyance extends along the north boundary of the RMRF facility and on the right and left sides of the road. Outfalls are adjacent to the conveyance. Concrete edges, weep holes and expansion joints are to be chemically treated. Treatment along the edges should not kill vegetation as to cause erosion during rain events.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
RMRF Concrete Conveyances										
approx 500 feet[1] - *chemical treatment*	0	0	0	0	1	0	1	0	1	0
RMRF Conveyance Outfalls (4 ea.)										
approx. 143 feet[1] - *chemical treatment*	0	0	0	0	1	0	1	0	1	0

RMRF Guardrail: Extends along the north boundary of the Recycled Material Recovery Facility (RMRF). Chemically treat along the guardrail area and around the base of each guardrail post to the concrete curb.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
RMRF Guardrail										
approx. 913 feet[1] - chemical treatment	0	0	0	0	1	0	1	0	1	0

RMRF Turf Areas: These areas are to be mowed, trimmed and the curb edged. These areas frequently have concentrated litter that will need to be removed prior to beginning the groundskeeping activity. The base of building walls shall be trimmed to the level of the mow. The area between the building and storage area is to be kept trimmed or mowed. All bollards in this area are to be trimmed to the level of the mow (not less than 2").

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
RMRF Turf Area										
approx. 2.0 acres[1] - *mow/trim/edge curbs*	3	1	1	1	4	4	4	4	5	4

South Concrete Conveyance and Terrace Outfalls: *Conveyance* extends along the south perimeter of the landfill site. It is bordered on the east by the pump house and runs west to the storm water pond past the leachate basin. Chemically treat weep holes and expansion joints within the conveyance. Trim edges on both sides of the conveyance where the mower cannot access. Do not scalp trimmed areas. *Terrace Outfalls* are located along the concrete ditch. Outfall structure is composed of cement rip rap bags and is to be chemically treated. Mowing and trimming are required in the areas around the conveyance and outfalls that the large mow cannot access. The size of the areas vary based on the Large Machine mowing.

	MONTHLY SERVICE									
SERVICE AREA	OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
South Concrete Conveyance										
approx. 2000 feet[1] - trim/*chemical treatment*	0	0	1	0	1	1	1	1	1	1
South Conveyance: Terrace Outfalls										
5 ea. - trim/chemical treat	0	0	1	0	1	1	1	1	1	1

Turf Areas (detailed on the photo map in operations): Designated turf areas will receive a combination of mowing, trimming and edging at a height of not less than 2". Litter/debris is to be removed before mowing. Areas that require trimming, such as tree bases, signage and bollards are to be trimmed to height of mow (not less than 2") and shall not be scalped. There are two small turf areas located in front of the shrub beds at the Administration Building. They shall receive trimming/mowing/edging at the same time as the larger turf areas. Weeds growing between sidewalk seams are to be sprayed. Any clippings, rocks, branches, mulch or other material that is generated by mowing and is in the walkways or parking area around the Administration and Operations buildings are to be removed at the time of mowing. Mow/trim is to be performed in and around the fenced generator at the north side of the Operations Building. The stepping stones near the Operations building are to be trimmed as needed. The parking areas (employee lot and operations building) contain curbed areas that are to be edged, including behind the parking stops.

SERVICE AREA	MONTHLY SERVICE OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Turf Areas										
approx. 4.75 acres[1] - *mow/trim/edge curbs*	3	1	1	1	4	4	4	4	5	4

Shrub Beds Maintenance: Beds are located around the administration building and the operations building. Maintenance consists of trimming, weeding and mulching. Shrubs are to be trimmed to maintain top of shrub under the bottom of windows. The sides of shrubs, grasses and groundcover should be trimmed so as not to interefere with pathways, walkways and doorways. At each mow, beds will be inspected for weed growth. Round Up® or an equivalent product shall be applied as needed to keep out weeds and/or unwanted vegetation. Weeds growing over the exterior of bushes shall be removed. Yucca plants shall have dead branches removed. Clippings from the bottle brush bushes shall be removed and disposed of.

SERVICE AREA	MONTHLY SERVICE OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Shrub Bed Maintenance	1	1	1	1	1	1	1	1	1	1

Shrub Beds - Mulch: Waste Services will provide mulch for the Contractor to mulch beds. Beds are located around the administration building and the operations building.

SERVICE AREA	MONTHLY SERVICE OCT	NOV	DEC	MAR	APR	MAY	JUN	JUL	AUG	SEP
Shrub Beds (2 ea) - mulch	0	1	0	0	0	0	0	1	0	0

ESCAMBIA COUNTY FLORIDA
WASTE SERVICES
GROUNDS MAINTENANCE SCHEDULE
PALAFOX TRANSFER STATION

Service	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Trees/Bushes, *trim*							1		1		1	
Turf Areas, *mow/trim approx. 3.33 acres**	3	1	1				4	4	4	4	5	4
Fence Lines, *spray for weeds*	1						1		1		1	

*Measurements are approximate using Google Maps©

NOTE: Schedule subject to change based on weather conditions

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Manage expired quote

Expired Quotes / Expired Quote

SUBMISSIONS REOPEN NOTIFY VENDORS COPY - VMS PREMIUM

ANALYTICS - VMS PREMIUM QUESTIONS SET TO 'AWARDED'

SET TO 'CANCELLED' ADD NOTE

Status: Awarded

Quote Details: Groundskeeping at Perdido Landfill and Palafox Transfer

Quote Overview:
Contractor to provide mowing, trimming and chemical treatment at the Perdido Landfill and Palafox Transfer Station locations during the typical growing season.

Deadline: 9/27/2019 12:00 PM (Central Time)

Products and Services:

- Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, Etc.
- Weed And Vegetation Control (Including Trees, Shrubs And Aquatic Weed Control)

Documents:

- Groundskeeping Scope & Schedule.pdf
- Groundskeeping Quote Form.pdf

Itemized List:

- none

Online Bids: more

- New World Cleaning LLC - IMG_5423.jpg
- Morris & Morris LLC - Contact Info.docx
- Morris & Morris LLC - Turn in Bid.pdf
- Altman Landscaping - Perdido and Palafox.png

Additions:

Addition 1: Award Information

Posted: 10/15/2019

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VendorRegistry

Online Submittals for Quote

RETURN

Vendor	Vendor Submitted	Staff Opened	Withdrawn
New World Cleaning LLC	9/27/2019 9:35:55 AM	10/16/2019 3:59:15 PM	
New World Cleaning LLC	9/27/2019 9:35:55 AM	9/27/2019 10:18:06 AM	
Morris & Morris LLC	9/26/2019 9:09:26 PM	10/16/2019 4:01:36 PM	
Morris & Morris LLC	9/26/2019 9:09:26 PM	9/27/2019 10:18:50 AM	
Morris & Morris LLC	9/26/2019 9:09:12 PM	9/27/2019 10:19:11 AM	
Morris & Morris LLC	9/26/2019 9:09:12 PM	10/16/2019 4:01:53 PM	
Altman Landscaping	9/18/2019 11:42:25 AM	10/16/2019 4:02:28 PM	
Altman Landscaping	9/18/2019 11:42:25 AM	9/27/2019 10:19:37 AM	
Altman Landscaping	9/18/2019 11:42:25 AM	10/15/2019 8:28:00 AM	
Altman Landscaping	9/18/2019 11:42:25 AM	9/18/2019 3:45:34 PM	
Altman Landscaping	9/18/2019 11:42:25 AM	9/18/2019 12:13:39 PM	
Altman Landscaping	9/18/2019 11:40:00 AM		9/18/2019 11:41:03 AM

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Analytics

for 'Groundskeeping at Perdido Landfill and Palafox Transfer'

Expired Quotes / Expired Quote / Analytics

Unique Views

19

Notifications Sent

Hide Details

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Name	Email	Date
Big Orange Enterprises, LLC	escapelawn@yahoo.com	9/6/2019 3:23:39 PM Central Standard Time
deGraaf Services LLC	dsllc19@yahoo.com	9/6/2019 3:23:39 PM Central Standard Time
Aquatic Control Group inc	aquaticplantmgt@gmail.com	9/6/2019 3:23:39 PM Central Standard Time
Northwest Florida Cleaning Solutions	Darrylmathis513@gmail.com	9/6/2019 3:23:39 PM Central Standard Time
Northwest Florida Cleaning Solutions	deidrav242@gmail.com	9/6/2019 3:23:39 PM Central Standard Time

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Northwest Florida Cleaning Solutions	deidrav242@gmail.com	9/6/2019 3:23:39 PM Central Standard Time
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L. Pugh & Associates Inc	jlarson@lpugh.com	9/6/2019 3:23:39 PM Central Standard Time
Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	9/6/2019 3:23:39 PM Central Standard Time
Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	9/6/2019 3:23:39 PM Central Standard Time
Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	9/6/2019 3:23:39 PM Central Standard Time
Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	9/6/2019 3:23:39 PM Central Standard Time
Enterprise Pals, Inc.	nazim@enterprisepals.com	9/6/2019 3:23:39 PM Central Standard Time
Common Area Solutions	ron@commonareasolutions.com	9/6/2019 3:23:39 PM Central Standard Time

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Common Area Solutions	shawna@commonareasolutions.com	9/6/2019 3:23:39 PM Central Standard Time
Seaside grounds maintenance inc	seasidegroundsmaintenance@gmail.com	9/6/2019 3:23:39 PM Central Standard Time
Looks Great Services of MS, Inc.	orry.sanders@looksgreatservices.com	9/6/2019 3:23:39 PM Central Standard Time
Researcher's Associates, Inc.	rainc01@aol.com	9/6/2019 3:23:39 PM Central Standard Time
addedpowerpressurewashingservice	addedpowerpressure@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Simply Lawn Care & Landscaping, LLC	simplylawncare17@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
ASL Lawn and Care Services, LLC	aslawnandcaresvc@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
ASL Lawn and Care Services, LLC	aslawnandcaresvc@gmail.com	9/6/2019 3:23:40 PM Central Standard Time

Name	Email	Date
GQS Enterprise, LLC	cdlomax70@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
GQS Enterprise, LLC	john@gqsenterprise.com	9/6/2019 3:23:40 PM Central Standard Time
GQS Enterprise, LLC	cdlomax70@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
GQS Enterprise, LLC	john@gqsenterprise.com	9/6/2019 3:23:40 PM Central Standard Time
Faircloth Land Services	carrottopcakes@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Faircloth Land Services	southerndieselpower@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Faircloth Land Services	carrottopcakes@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Faircloth Land Services	southerndieselpower@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Collins land services	collinslandservice@cox.net	9/6/2019 3:23:40 PM Central Standard Time
THE FOUR C'S LANDSCAPING SERVICES INC	office.altmanlawn@gmail.com	9/6/2019 3:23:40 PM Central Standard Time

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THE FOUR C'S LANDSCAPING SERVICES INC	office.altmanlawn@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Hanson Professional Services Inc.	blemieux@hanson-inc.com	9/6/2019 3:23:40 PM Central Standard Time
Hanson Professional Services Inc.	narnoux@hanson-inc.com	9/6/2019 3:23:40 PM Central Standard Time
Hanson Professional Services Inc.	blemieux@hanson-inc.com	9/6/2019 3:23:40 PM Central Standard Time
Hanson Professional Services Inc.	narnoux@hanson-inc.com	9/6/2019 3:23:40 PM Central Standard Time
Blue Sky Landscaping	blueskylawncare@hotmail.com	9/6/2019 3:23:40 PM Central Standard Time
Ecoturf Sod	jenny@ecoturfsod.com	9/6/2019 3:23:40 PM Central Standard Time
09/01/2018	dustin@bearresourcegroup.com	9/6/2019 3:23:40 PM Central Standard Time
SAFELAWN INC	mysafelawn@aol.com	9/6/2019 3:23:40 PM Central Standard Time
Singleton Lawn Care LLc	dakota.singleton1996@gmail.com	9/6/2019 3:23:40 PM Central Standard Time

Name	Email	Date
Singleton Lawn Care LLc	singletonlawncare.shadow@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Singleton Lawn Care LLc	dakota.singleton1996@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Singleton Lawn Care LLc	singletonlawncare.shadow@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Green View Turf Maintenance Inc.	gvturf@gmail.com	9/6/2019 3:23:40 PM Central Standard Time
Infrastructure Specialty Services	kirk@issglobalservices.com	9/6/2019 3:23:40 PM Central Standard Time
Infrastructure Specialty Services	kirk@issglobalservices.com	9/6/2019 3:23:40 PM Central Standard Time
YNIGO LANDSCAPING & LAWN SERVICES	ynigolandscaping@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Cypress Golf Course Services	corpadmin@cgcs.com	9/6/2019 3:23:41 PM Central Standard Time
INITIAL LAWN SERVICE LLC	initiallawnservice@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
INITIAL LAWN SERVICE LLC	MORRISCOLLIER8@GMAIL.COM	9/6/2019 3:23:41 PM Central Standard Time

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ee Property Maintenance LLC	ee@eepropmain.com	9/6/2019 3:23:41 PM Central Standard Time
Biles Construction Inc	mrsgulfrogue@aol.com	9/6/2019 3:23:41 PM Central Standard Time
Knox Pest Control	lindashelton@knoxpest.com	9/6/2019 3:23:41 PM Central Standard Time
Altman Landscaping	altmanlawn@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Altman Landscaping	office.altmanlawn@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Altman Landscaping	altmanlawn@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Altman Landscaping	office.altmanlawn@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Vincent and Sons Landscaping Inc	david@vandslandscaping.com	9/6/2019 3:23:41 PM Central Standard Time
Ridge Valley Environmental Solutions, Inc.	ridgevalleyenvironmental@yahoo.com	9/6/2019 3:23:41 PM Central Standard Time
Ridge Valley Environmental Solutions, Inc.	ridgevalleyenvironmental@yahoo.com	9/6/2019 3:23:41 PM Central Standard Time

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Rollas Outdoor Maintenance, LLC.	rollasoutdoormaintenance@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Grow Inc	brenna@growtreeservice.com	9/6/2019 3:23:41 PM Central Standard Time
Grow Inc	jeff@growtreeservice.com	9/6/2019 3:23:41 PM Central Standard Time
Grow Inc	brenna@growtreeservice.com	9/6/2019 3:23:41 PM Central Standard Time
Grow Inc	jeff@growtreeservice.com	9/6/2019 3:23:41 PM Central Standard Time
Snappy's Lawn Care	levi.jernigan@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
Blue Line Tractor Works LLC	rickard20@cox.net	9/6/2019 3:23:41 PM Central Standard Time
Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	9/6/2019 3:23:41 PM Central Standard Time
Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	9/6/2019 3:23:41 PM Central Standard Time
Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	9/6/2019 3:23:41 PM Central Standard Time

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Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	9/6/2019 3:23:41 PM Central Standard Time
Reasor Building Group	matt.hall@rbg8a.com	9/6/2019 3:23:41 PM Central Standard Time
SourceAmerica	mhess@sourceamerica.org	9/6/2019 3:23:41 PM Central Standard Time
Big Lake Lawn Service LLC	biglakelawn@gmail.com	9/6/2019 3:23:41 PM Central Standard Time
MTD Products	matt.miller@mtdproducts.com	9/6/2019 3:23:41 PM Central Standard Time
ARAMARK UNIFORM SERVICE	metzger-tim@aramark.com	9/6/2019 3:23:41 PM Central Standard Time
SEVILLE POWER EQUIPMENT	jakelane@sevillepower.com	9/6/2019 3:23:42 PM Central Standard Time
SEVILLE POWER EQUIPMENT	MCKENZIE@SEVILLEPOWER.COM	9/6/2019 3:23:42 PM Central Standard Time
SEVILLE POWER EQUIPMENT	jakelane@sevillepower.com	9/6/2019 3:23:42 PM Central Standard Time
SEVILLE POWER EQUIPMENT	MCKENZIE@SEVILLEPOWER.COM	9/6/2019 3:23:42 PM Central Standard Time

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HedgeMow / Verato Group	business@hedgemow.com	9/6/2019 3:23:42 PM Central Standard Time
HedgeMow / Verato Group	quotes@veratogroup.com	9/6/2019 3:23:42 PM Central Standard Time
HedgeMow / Verato Group	business@hedgemow.com	9/6/2019 3:23:42 PM Central Standard Time
HedgeMow / Verato Group	quotes@veratogroup.com	9/6/2019 3:23:42 PM Central Standard Time
Beard Equipment Co	jecker@beardequipment.com	9/6/2019 3:23:42 PM Central Standard Time
John Ellis Lawn Maintenance and Landscaping	johnellislawns@icloud.com	9/6/2019 3:23:42 PM Central Standard Time
Trees R Us Inc	john@treesrusinc.com	9/6/2019 3:23:42 PM Central Standard Time
Roads, Inc. of NWF	chase@roadsinc.com	9/6/2019 3:23:42 PM Central Standard Time
Roads, Inc. of NWF	josh@roadsinc.com	9/6/2019 3:23:42 PM Central Standard Time
Roads, Inc. of NWF	chase@roadsinc.com	9/6/2019 3:23:42 PM Central Standard Time

Name	Email	Date
Roads, Inc. of NWF	josh@roadsinc.com	9/6/2019 3:23:42 PM Central Standard Time
Gulf Star Contracting	gulfstar@cox.net	9/6/2019 3:23:42 PM Central Standard Time
Darriya Stromas Lawn Care Services	darriya.stromas@yahoo.com	9/6/2019 3:23:42 PM Central Standard Time
RJ Landscape Contractors, Inc.	office@rjlandscapecontractors.com	9/6/2019 3:23:42 PM Central Standard Time
Green Procedures Inc.	greenprocedures@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Green Procedures Inc.	steveblack1986@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Green Procedures Inc.	greenprocedures@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Green Procedures Inc.	steveblack1986@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Coastal Landscaping & Maintenance, Inc.	coastallandscapinginc@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Something Old Salvage, LLC	a.simpson63@yahoo.com	9/6/2019 3:23:42 PM Central Standard Time

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Something Old Salvage, LLC	sabrina.simpson@yahoo.com	9/6/2019 3:23:42 PM Central Standard Time
Something Old Salvage, LLC	a.simpson63@yahoo.com	9/6/2019 3:23:42 PM Central Standard Time
Something Old Salvage, LLC	sabrina.simpson@yahoo.com	9/6/2019 3:23:42 PM Central Standard Time
Suns and Pops	phillipiollie2488@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
Coastal Lawn Care	coastal.lawns3@gmail.com	9/6/2019 3:23:42 PM Central Standard Time
ACTION SALES, LLC	actionsod@actionsod.com	9/6/2019 3:23:42 PM Central Standard Time
The Wallace Company	victor@thewallacecompany.com	9/6/2019 3:23:43 PM Central Standard Time
Florida Irrigation Supply	insidesales@fisoutdoor.com	9/6/2019 3:23:43 PM Central Standard Time
Tip Top Tree Experts LLC	tiptoptrees@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Southern Girl Botanicals LLC	southerngirlbotanicals@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time

Name	Email	Date
The Pond Guys of Central Florida	richfinfan721@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
New World Cleaning LLC	latashaj6@icloud.com	9/6/2019 3:23:43 PM Central Standard Time
New World Cleaning LLC	rjbyfaithnotsight@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
New World Cleaning LLC	latashaj6@icloud.com	9/6/2019 3:23:43 PM Central Standard Time
New World Cleaning LLC	rjbyfaithnotsight@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
U-1st. Lawn Care	ggolf13131@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Morris & Morris LLC	morris_morrislandscaping@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time
First Choice Maintenance Services	firstchoicepensacolafl@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time
Circle P Services	circlepservices2018@gmail.com	9/6/2019 3:23:43 PM Central Standard Time

Name	Email	Date
Circle P Services	circlepservices2018@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Aftermath Disaster Recovery	rfps@aftermathdisaster.com	9/6/2019 3:23:43 PM Central Standard Time
JW Palm Tree Services LLC.	jwpalmservices@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
JW Palm Tree Services LLC.	jwpalmtrees@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
JW Palm Tree Services LLC.	jwpalmservices@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
JW Palm Tree Services LLC.	jwpalmtrees@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Cutting It Close LLC	cuttingitclose17@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Green Group Environmental, LLC	brian@greengroupenvironmental.com	9/6/2019 3:23:43 PM Central Standard Time
Sessions Incorporated	sessionsincorporated@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Queen B Lawn Care Service LLC	Queenblawnservice@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time

Name	Email	Date
Rowe Enterprises, Inc.	justis@rowepp.com	9/6/2019 3:23:43 PM Central Standard Time
Ken Johansen Landscape Architect LLC	ken@kenjohansen.com	9/6/2019 3:23:43 PM Central Standard Time
Pensacola Lawn LLC	clyde.mrkutz.wilhite@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Pensacola Lawn LLC	kmckiever65@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Pensacola Lawn LLC	clyde.mrkutz.wilhite@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Pensacola Lawn LLC	kmckiever65@gmail.com	9/6/2019 3:23:43 PM Central Standard Time
Legendary Lawns LLC	seth@thelegendarylawns.com	9/6/2019 3:23:43 PM Central Standard Time
Sonny's Lawn Care & Tree Service	sonnywhidden@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time
Innova LLC	admin@byinnova.com	9/6/2019 3:23:43 PM Central Standard Time
Phillips Lawn and tree service LLC	Phillipslawnandtreeservice@yahoo.com	9/6/2019 3:23:43 PM Central Standard Time

Name	Email	Date
Terry's Paint & Body Inc.	hbrowser@aol.com	9/6/2019 3:23:44 PM Central Standard Time
B & J Services	info@stumpkingfl.com	9/6/2019 3:23:44 PM Central Standard Time
Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	9/6/2019 3:23:44 PM Central Standard Time
Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	9/6/2019 3:23:44 PM Central Standard Time
Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	9/6/2019 3:23:44 PM Central Standard Time
Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	9/6/2019 3:23:44 PM Central Standard Time
Harvest landscaping	harvestlandscaping@icloud.com	9/6/2019 3:23:44 PM Central Standard Time
Bryan's Lawn Maintenance, Inc	bryanjr@bryanslawnmaintenance.com	9/6/2019 3:23:44 PM Central Standard Time
Bryan's Lawn Maintenance, Inc	bryanjr@bryanslawnmaintenance.com	9/6/2019 3:23:44 PM Central Standard Time
A Cut Above Landscaping and Property Maintenance LLC	1goodcut@gmail.com	9/6/2019 3:23:44 PM Central Standard Time

Name	Email	Date
Andala Enterprises, Inc.	johnralls@rallslawfirm.com	9/6/2019 3:23:44 PM Central Standard Time
ADFS LLC	tporter@adfsllc.com	9/6/2019 3:23:44 PM Central Standard Time
Garvey Irrigation, Inc.	jgarvey@panhandle.rr.com	9/6/2019 3:23:44 PM Central Standard Time
Garvey Irrigation, Inc.	jgarvey@panhandle.rr.com	9/6/2019 3:23:44 PM Central Standard Time
Williamsbrothershauling inc	williamsbruthers1@gmail.com	9/6/2019 3:23:44 PM Central Standard Time
Dodge Data & Analytics	dodge.bidding@construction.com	9/6/2019 3:23:44 PM Central Standard Time
a&e land clearing inc	aelanclearing@aol.com	9/6/2019 3:23:44 PM Central Standard Time
a&e land clearing inc	aelanclearing@aol.com	9/6/2019 3:23:44 PM Central Standard Time
ADFS, LLC	jtaylor@adfsllc.com	9/6/2019 3:23:44 PM Central Standard Time
ADFS, LLC	projects@adfsllc.com	9/6/2019 3:23:44 PM Central Standard Time

Name	Email	Date
R H Mooore	michael@rhmooreassociates.com	9/6/2019 3:23:44 PM Central Standard Time

Notifications Opened

Hide Details

51

Name	Date
1goodcut@gmail.com	9/6/2019 9:26:06 PM
actionsod@actionsod.com	9/6/2019 8:30:30 PM
altmanlawn@gmail.com	9/17/2019 3:59:33 PM
aquaticplantmgt@gmail.com	9/6/2019 9:35:54 PM
aslawnandcaresvc@gmail.com	9/12/2019 7:02:13 PM
blueskylawncare@hotmail.com	9/6/2019 8:24:50 PM
brian@greengroupenvironmental.com	9/6/2019 8:38:23 PM
bryanjr@bryanslawnmaintenance.com	9/18/2019 5:53:34 PM
business@hedgemow.com	9/6/2019 9:55:46 PM
collinslandservice@cox.net	9/12/2019 2:21:22 AM
corpadmin@cgcs.com	9/6/2019 8:30:04 PM
cuttingitclose17@gmail.com	9/7/2019 12:00:16 PM
deidrav242@gmail.com	9/10/2019 9:41:22 PM

Name	Date
dodge.bidding@construction.com	9/9/2019 6:22:48 PM
dsllc19@yahoo.com	9/6/2019 9:22:27 PM
greenprocedures@gmail.com	9/10/2019 12:09:52 PM
gulfstar@cox.net	9/7/2019 1:38:11 PM
gvturf@gmail.com	9/9/2019 8:43:42 PM
harvestlandscaping@icloud.com	9/7/2019 2:19:47 PM
humblewgary@bellsouth.net	9/9/2019 1:40:15 PM
info@stumpkingfl.com	9/6/2019 8:24:43 PM
initiallawnservice@gmail.com	9/8/2019 9:19:36 PM
insidesales@fisoutdoor.com	9/6/2019 8:33:50 PM
jeff@growtreeservice.com	9/12/2019 7:47:08 PM
jenny@ecoturfsod.com	9/10/2019 11:01:39 PM
jgarvey@panhandle.rr.com	9/10/2019 12:39:22 AM
josh@roadsinc.com	9/6/2019 8:26:46 PM
ken@kenjohansen.com	9/7/2019 4:08:18 AM
latashaj6@icloud.com	9/19/2019 1:47:28 PM
matt.miller@mtdproducts.com	9/6/2019 9:13:03 PM
metzger-tim@aramark.com	9/6/2019 8:24:12 PM
MORRISCOLLIER8@GMAIL.COM	9/23/2019 12:35:36 AM
mrsgulfrogue@aol.com	9/6/2019 9:47:18 PM

Name	Date
mysafelawn@aol.com	9/27/2019 5:53:12 PM
nazim@enterprisepals.com	9/7/2019 5:36:08 AM
office.altmanlawn@gmail.com	9/17/2019 3:59:46 PM
office@rjlandscapecontractors.com	9/6/2019 8:27:08 PM
Queenblawnservice@yahoo.com	9/9/2019 1:24:12 AM
quotes@veratogroup.com	9/6/2019 9:54:12 PM
ridgevalleyenvironmental@yahoo.com	9/7/2019 12:06:08 AM
ron@commonareasolutions.com	9/6/2019 8:31:16 PM
sabrina.simpson@yahoo.com	9/6/2019 8:43:31 PM
seasidegroundsmaintenance@gmail.com	9/6/2019 8:54:08 PM
sessionsincorporated@gmail.com	9/7/2019 12:03:14 PM
seth@thelegendarylawns.com	9/7/2019 11:27:13 AM
southerngirlbotanicals@yahoo.com	9/11/2019 3:43:12 PM
steveblack1986@gmail.com	9/10/2019 12:10:28 PM
tiptoptrees@gmail.com	9/9/2019 1:52:16 PM
tracy@gcecinc.com	9/9/2019 1:44:52 PM
victor@thewallacecompany.com	9/6/2019 8:26:48 PM
williamsbruthers1@gmail.com	9/10/2019 5:06:39 PM

Unique Downloads



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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17592 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Approve IT Technology Hardware and Software Expenses
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the approval of Information Technology Hardware and Software Expenses - William “Bart” Siders, Information Technology Director

That the Board authorize the Department, in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Funding is available in General Fund 001, Cost Center 270102:

Description	Contract	2020
Software	Omnia Partners-IT Solutions 2018011-02	$194,530
Hardware	NCPA Contract 01-97	$89,700
Software	Omnia Partners-IT Solutions 2018011-02	$48,670
Software	Omnia Partners-IT Solutions 2018011-02	$12,810
Total		**$345,710**

Note on Contracts:

The Software Contracts were competitively solicited and publicly awarded by the City of Mesa, Arizona, on behalf of Omnia Partners.

The Hardware Contract was competitively bid through the National Cooperative Purchasing Alliance Contract #01-97.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate with the Office of Purchasing on the issuance of these Purchase Orders.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17443 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Conveyance of a Portion of Real Property Located at 3085 Robertson Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Portion of Real Property Located at 3085 Robertson Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 Robertson Road, to Jerry David Westmoreland and Jean Ann Westmoreland:

A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland and Jean Ann Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and

B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

BACKGROUND:

Jerry David Westmoreland and Jean Ann Westmoreland are currently in negotiations to sell their property located at 3085 Robertson Road. The purchaser had a survey ordered which showed that a portion of a mobile home on the Westmorelands' property is located in the right-of-way.

The Westmorelands granted two Quit Claim Deeds to Escambia County on November 15, 1995, which are recorded in Official Records Book 4206, Pages 917-918 and Pages 919-920. The Quit Claim Deed recorded in Official Records Book 4206, Pages 919-920, was deeded with the incorrect legal description. If the Board approves a Quit Claim on this property, the updated legal description will realign the right-of-way, and the mobile home will no longer be located on the right-of-way.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quit Claim Deed was approved as to form and legal sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, Escambia County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Quit Claim Deed recorded in the public records of Escambia County, Florida.

Attachments

Quit Claim & Exhibit "A"_Robertson Rd

Aerial Map_Robertson Rd

This document was prepared by:
Marcia Wieborg
3363 West Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Robertson Road
Portions of Parcels 15-3S-31-1001-012-002 and
15-3S-31-1001-005-002

QUITCLAIM DEED

THIS QUIT CLAIM DEED is made this _____ day of _____, 2020, between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor) and Jerry David Westmoreland, whose address is 3085 Robertson Road, Pensacola, Florida 32057 and (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

Portions of Parcel Identification Numbers: 15-3S-31-1001-012-002 and 15-3S-31-1001-005-002

This quitclaim deed is being conveyed and recorded to correct an error in the legal description in the Quitclaim Deed from Jerry David Westmoreland and Jean Ann Westmoreland to Escambia County recorded in Official Record Book 4206 at Page 919 of the Public Records of Escambia County, Florida, which conveyed more acreage than was intended by the parties.

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

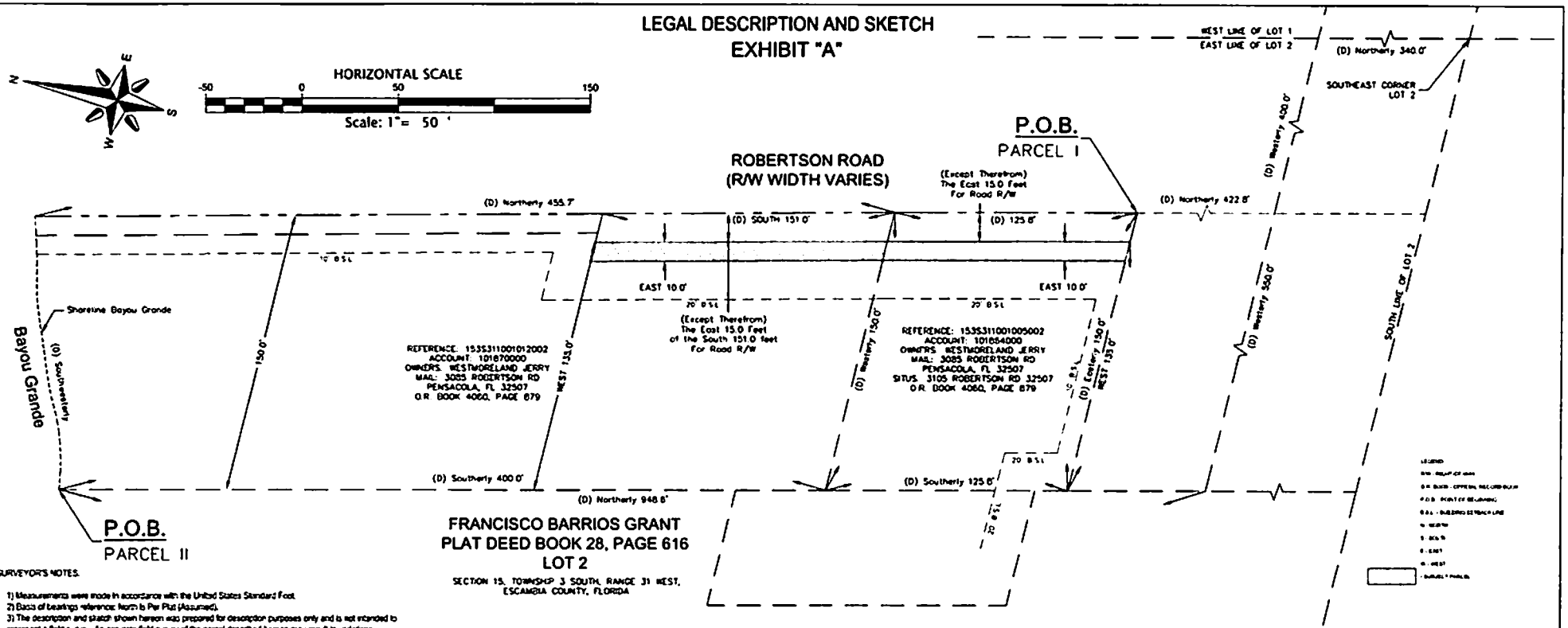
_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Feb. 27, 2020

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is Per Plat (Assumed).
3) The description and sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and or distances.
4) The description and sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The description and sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This description and sketch does not reflect or guarantee ownership.
8) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties. (needs to be on both sheets)
9) The description and sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper. (needs to be on both sheets)
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this sketch and description: Aslbuilt/Boundary and Improvements Survey by Butler and Associates of Pensacola, Inc. dated January 3, 2020 of the parcel of land described in O.R. Book 4206, Page(s) 917 and 919. Escambia County, Florida; Escambia County Property Appraisers Map; Plat Deed Book 28, Page 616.
14) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
15) The Survey Error of Closure meets the Survey Standards of Practice.

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:
CONTAINING 1261.43 SQUARE FEET, MORE OR LESS.

O.R. BOOK 1377, PAGE 178 (PARCEL I)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 422.8 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING. EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 9 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE SOUTH 151.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, CONTAINING 1510.70 SQUARE FEET, MORE OR LESS:

O.R. BOOK 1377, PAGE 178 (PARCEL II)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 943.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 453.7 FEET TO SHORELINE OF BAYOU GRANDE; THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 13 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

LEGAL DESCRIPTION AND SKETCH – THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

DRAWING NUMBER: L-6117	MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT
SHEET 1	DRAWING FILE LOCATION: L:\Drafting\A ROBERTSON ROAD\2020\C\Dwg\ROBERTSON ROAD - WESTMORELAND ROW
OF 1 SHEETS	TYPE OF SURVEY: Description & Sketch — PROJECT NO. 2020010 — DISTRICT TWO
	ROBERTSON ROAD (R/W PROJECT)

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY: M. KIRKLAND	FIELD DATE:	SECTION - TOWNSHIP - RANGE: 15-3S-31W	APPROVED BY:	DATE:
DESIGNED BY:	DRAWING DATE: February 25, 2020	FIELD BOOK / PAGE:	REGISTERED FL ENGINEER NO:	PROFESSIONAL SURVEYOR AND MAPPER NO: 6260
CHECKED BY: J. BARRETT				

I hereby certify that the survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date

Joseph Barrett, Professional Surveyor and Mapper No. 6260 — State of Florida

REVISIONS	DATE

EXHIBIT A (CONTINUED)

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE FOLLOWING DESCRIBED PARCEL; CONTAINING 1261.40 SQUARE FEET, MORE OR LESS.

O.R. BOOK 1377, PAGE 179 (PARCEL I)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 28, AT PAGE 616, OF THEPUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 400 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 422.8 FEET FOR A POINT OF BEGINNING: THENCE CONTINUE SAME COURSE A DISTANCE OF 125.8 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 125.8 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE EAST 15 FEET, WHICH IS RESERVED FOR ROAD PURPOSES (ALSO DESCRIBED AS LOT 5 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

THE EAST 10.00 FEET OF THE WEST 135.00 FEET OF THE SOUTH 151.00
FEET OF THE FOLLOWING DESCRIBED PARCEL; CONTAINING 1519.70 SQUARE FEET, MORE OR LESS.

O.R. BOOK 1377, PAGE 179 (PARCEL II)

THAT PORTION OF LOT 2 OF THE FRANCISCO BARRIOS GRANT, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORQED IN DEED BOOK 28, PAGE 616, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 340 FEET; THENCE RUN WESTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 550 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 948.6 FEET TO A POINT ON THE SHORELINE OF BAYOU GRANDE FOR A POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG LINE LAST TRAVERSED A DISTANCE OF 400 FEET; THENCE RUN EASTERLY AND PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 150 FEET; THENCE RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 455.7 FEET TO SHORELINE OF BAYOU GRANDE; THENCE RUN SOUTHWESTERLY ALONG THE SHORELINE OF BAYOU GRANDE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET OF THE SOUTH 151 FEET (ALSO DESCRIBED AS LOT 12 OF AN UNRECORDED PLAT OF A PORTION OF SAID LOT 2).

Jerry David Westmoreland
3085 and 3105 Robertson Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 2/26/2020 DISTRICT 2

2016
Aerial Photo

Westmoreland Property

Area to be Conveyed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17417 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Orders in Excess of $25,000
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Engineering Department as follows:

Vendor/Contractor	Amount	Contract Number
Vendors to be determined based on quotes: Alfred Watson Construction, Vendor Number 011322 Infrastructure Specialty Services, Vendor Number 420809 Christopher Bargaineer Concrete, Vendor Number 033086 Roads Inc. of NWF, Vendor Number 182328 Chavers Construction, Vendor Number 032335 LTS Construction, LLC, Vendor Number 426732 Adhering to Purchasing Policy PP060, quotes are solicited from at least three local contractors for each project, and the work is awarded based on the lowest cost. Over the course of the year, some contractors may receive Purchase Orders for work on Americans with Disabilities Act (ADA) upgrades on a cumulative amount not to exceed $100,000. The Engineering Department will solicit quotes for these projects from the qualified local	$100,000	N/A

contractors listed above, and also from other qualified local contractors throughout the course of Fiscal Year 2019/2020.		

[Funding is currently available in Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106 "Transportation and Drainage", Project #20EN0938.]

BACKGROUND:

The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.

Meeting in regular session on June 20, 2019, the Board approved the ADA Transition Plan - Title II. To assist in implementing the Transition Plan, the Board, at its November 7, 2019, regular meeting, approved $100,000 from Local Option Sales Tax (LOST) IV to implement ADA-compliant upgrades to the County's roadway system and approved transferring funds into the ADA Upgrades for Compliance Project. Staff plans to issue four or five Work Orders to approved contractors to provide the ADA-compliant upgrades.

Staff anticipates issuing all the Work Orders totaling the $100,000 within the current fiscal year. All commission districts will receive at least one Work Order for ADA-compliant upgrades. Attached for reference are the locations proposed for Work Order #1.

BUDGETARY IMPACT:

Funding is currently available in Fund 353, LOST IV, Cost Center 210106 "Transportation and Drainage", Project #20EN0938.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, Engineering Department staff will work with Purchasing Office staff to prepare Purchase Orders as needed.

Attachments

ADA Upgrades_WO#1

Board Approvals

ADA Curb Ramp Upgrades	
Work Order #1	
Intersection	**Location**
Yoakum Court and W Street	Southwest Corner
Avery Street at W Street	Southwest Corner
Lloyd Street at W Street	Northwest Corner
Brainerd Street at W Street	Southwest Corner
Gonzalez Street at W Street	Southwest Corner
Desoto Street at W Street	Northwest Corner
Strong Street at W Street	Northwest & Southwest Corner
Cervantes Street at W Street	Northwest & Southwest Corner
Gadsden Street at W Street	Northwest & Southeast Corner
La Rua Street at W Street	Northwest & Southwest Corner
Jackson Street at Boland Street	Southwest Corner
Jackson Street at Citrus Street	Northwest Corner
Kirk Street at Mallory Street	Northwest & Southwest Corner
Kirk Street at Moreno Street	Northwest & Southwest Corner
Kirk Street at Lee Street	Northwest Corner
T Street at Gadsden Street	Northwest Corner
T Street at Lee Street	Northwest Corner
T Street at Godfrey Street	Northwest Corner
T Street at Mallory Street	Northwest Corner
T Street at Avery Street	Southeast Corner
T Street at Hernadez Street	Northwest Corner
T Street at Jordan Street	Northwest & Southeast Corner
T Street at Maxwell Street	Southeast Corner
S Street at Bobe Street	Northeast Corner
T Street at Yonge Street	Southeast corner
Scott Street at Mission Road	Northeast corner
Scott Street at Mission Road	Northwest Corner
Mission Street at Luke Street	Northwest Corner
Hollywood Avenue at Scott Street	Northwest Corner
Hollywood Avenue at Luke Street	Southeast Corner
Hollywood Avenue at Old Fairfield Drive	Northwest Corner

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the reallocation of funds as indicated below:

	FROM	TO	FUND	DISTRICT	PROJECT NAME	AMOUNT
A	FY 2021	FY 2020	353	3	Chemstrand Road (South) Sidewalks	$1,000,000
B	FY 2022	FY 2020	353	5	Chemstrand Road (Central) Sidewalks	$1,000,000
C	FY 2021	FY 2020	353	5	Old Chemstrand Road/County Road 95A	$300,000
D	N/A	FY 2020	353	9	ADA Upgrades for Compliance	$100,000
E	Various	FY 2020	352	9	Bob Sikes Bridge Rehabilitation	$478,584
F	FY 2020	FY 2020	108	9	Bob Sikes Bridge Rehabilitation	$681,416

[Funding Sources are indicated below:
Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation and Drainage $2,400,000 (Items A-D)
Fund 352, Local Option Sales Tax (LOST) III, Various Cost Centers, $478,584 (Item E)
Fund 108, Tourist Development Tax Reserves, Cost Center 360101, $681,416 (Item F)]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

26. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, in the amount of $112,739.62, on Contract PD 17-18.068, South Old Corry Field Road Bridge Replacement and Sidewalk and Drainage Project:

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of unopened rights-of-way between Navarro Road, San Carlos Road, West Plaza Road, and Santa Rosa Road, as petitioned by Robert E. Pierce:

   A. Authorize the scheduling of a Public Hearing for August 1, 2019, at 5:31 p.m., to consider the Petition to Vacate a 60-foot unopened right-of-way running east and west alongside of, and adjacent to Lots 27, 28, 35, and 36, Block "B," Pensacola Highlands, and a 20-foot unopened right-of-way running north and south alongside of, and adjacent to Lots 27, 28, 36, 37, 35 and the north 30 feet of Lot 34, Block "B" Pensacola Highlands (1.58 acres more or less), as petitioned by Robert E. Pierce; and

   B. Require the Petitioner to notify all property owners within a 1000-foot radius.

   The real property mentioned in this Petition to Vacate is located in Commission District 5.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

9. Recommendation: That the Board accept the provided Escambia County, Florida, Americans with Disabilities Act (ADA) Title II Transition Plan.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16033 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/20/2019
Issue: Americans with Disabilities Act (ADA) Transition Plan - Title II
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County, Florida, Americans with Disabilities Act Title II Transition Plan - Joy Jones, P.E., Engineering Department Director

That the Board accept the provided Escambia County, Florida, Americans with Disabilities Act (ADA) Title II Transition Plan.

BACKGROUND:

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals based on disability. ADA outlines protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities, and services provided by public entities. As a provider of public transportation services and programs, Escambia County must comply with this section of the ADA, as it specifically applies to public service agencies. Title II of ADA provides that, "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."

Title II of ADA is companion legislation to the Architectural Barriers Acts of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment. Section 504 of

the Rehabilitation Act of 1973 is a federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding.

Under Title II, Escambia County must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and usable by individuals with disabilities.
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability.
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result.
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective.
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others.
- Must designate at least one responsible employee to coordinate ADA compliance. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals.
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis.
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

Escambia County is required, under Title II of the Americans with Disabilities Act (ADA) and 28 CFR Sec. 35.105, to perform a self-evaluation of its current services, policies, and practices. The goal of the self-evaluation is to verify that, in implementing the county's services, policies, and practices, the applicable departments are providing accessibility and not adversely affecting the full participation of individuals with disabilities. This transition plan is the outcome of the perpetual self-evaluation the county conducts on its current services, policies, and practices.

Since the adoption of the ADA, Escambia County has striven to provide accessible features as part of the county's capital improvement projects. As additional information was made available regarding the methods of providing accessible pedestrian features, the county updated its procedures to accommodate.

Escambia County's goal is to continue to incorporate accessible features on any and all ongoing or future county capital improvement projects. The county designs and constructs all capital improvement projects to meet all applicable ADA design standards and procedures. As these standards and procedures are updated, so will the county update its internal policies and practices to accommodate said updates to reflect best management practices.

The county will consider and respond, and to the greatest extent feasible will address all accessibility improvement requests. The county will coordinate with external agencies to ensure that all new or altered pedestrian facilities within county jurisdiction are ADA-compliant to the maximum possible extent.

In accordance with 28 CFR 35.107(a), Escambia County has identified the Human Resources Department Director to serve as the ADA Title II Coordinator to oversee the county's policies and procedures. The Human Resources Department can be contacted at 850-595-3000.

Escambia County's method for upgrading applicable facilities to the current ADA standards is addressed with Local Option Sales Tax dollars and other funding sources. The county's budget is updated annually and the most recent adopted budget is available for viewing at www.myescambia.com/our-services/budget/information-and-related-documents.

Escambia County recognizes that public participation is an important component in the development of this document. The Escambia County Disability Awareness Community (ECDAC) receives input from the community, which has been gathered and used to help define priority areas for improvements within the jurisdiction of Escambia County. The county's website includes access to a description of its ADA/504 Program and links to the county's accessibility information, training, resources, and contacts. The ADA/504 webpage provides ADA Notices, the ADA Grievance Procedure, the county's Design Standards, and contact information for the Statewide and District ADA Coordinators. The site also includes links to outside sources of information related to accessibility to transportation services and facilities (e.g., FHWA, U.S. Department of Justice (DOJ), Access Board memos, guidance, standards, and regulations, etc.)

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities regarding the ADA. If users of county facilities and services believe the county has not provided reasonable accommodation, they have the right to file a grievance.

In accordance with 28 CFR 35.107(b), the county has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. Grievances shall be submitted to the county's Human Resources Department.

County staff will review/update this attached ADA Transition Plan annually upon approval of the Board of County Commissioners. Updates will include: a list of any

changes, emerging issues or accomplishments during the past fiscal year, and any proposed innovation, activities, or goals for the upcoming year. The plan includes each applicable department's project-level and program-level activities directed toward providing accessibility to its facilities and services. These include a description of the program being implemented; participants involved in the program directly and indirectly; any ADA training provided to BCC staff, consultants and contractors; public involvement activities during program implementation and project delivery; and details of any customer comments/complaints, including resolution of accessibility issues, if applicable.

Escambia County, a Local Agency Program (LAP) Certified Agency that receives federal aid, typically through the Federal Highway Administration (FHWA), for various transportation-related capital improvement projects, is working to meet the recertification deadline of June 30, 2019. As of April 19, 2019, as required by federal law, and to remain in good standing with LAP, staff has sent to FHWA, all necessary documentation and information, including this proposed ADA Transition Plan. Staff will notify FHWA when the BCC has accepted this plan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Plan for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board acceptance, staff will transmit the ADA Transition Plan to FHWA via FDOT for proper filing and will present an update to the plan annually for the Board's review and acceptance.

Attachments

Plan

Escambia County, Florida
Americans with Disabilities Act
Title II Transition Plan

Transition Plan Need and Purpose

The Americans with Disabilities Act (ADA) of 1990 is a comprehensive federal civil rights law prohibiting discrimination against individuals based on disability in all areas of public life. The ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities, and services public entities provide. As a provider of public transportation services and programs, Escambia County must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." (42 U.S.C. §12132; 28 C.F.R. §35.130)

ADA and its Relationship to Other Laws

Title II of the ADA is companion legislation to two previously enacted federal laws : the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act (ABA) of 1968 is a Federal law that requires facilities designed, built, altered, or leased with federal funds to be accessible. The ABA marked one of the first efforts to ensure access to the built environment. Section 504 of the Rehabilitation Act of 1973 is a federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any federal agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Agency Requirements

Under Title II of the ADA, Escambia County must meet the following general requirements, which may also be found at https://www.ada.gov/reg2.htm 28 CFR PART 35:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 C.F.R. §35.150).
- May not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability (28 C.F.R. §35.130 (a)).

- Must make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result (28 C.F.R. §35.130(b) (7)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective (28 C.F.R. §35.130(b)(iv) & (d)).
- Must take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others (28 C.F.R. §35.160(a)).
- Must designate at least one responsible employee to coordinate ADA compliance (28 C.F.R. §35.107(a)). This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals (28 C.F.R. §35.107(a)).
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons (28 C.F.R. §35.106). The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis (28 C.F.R. §104.8(a)).
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints (28 C.F.R. §35.107(b)). This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

This Transition Plan has been created to address accessibility within the public rights of way and public property for the Engineering, Mass Transit, Facilities Management, and Parks and Recreation Departments of Escambia County.

Overview

Under Title II of the Americans with Disabilities Act (ADA) and 28 C.F.R. §35.105, Escambia County is required to perform a self-evaluation of its current services, policies, and practices. The goal of the self-evaluation is to verify that, in implementing the County's services, policies, and practices, the applicable departments are providing accessibility and not adversely affecting the full participation of individuals with disabilities. As detailed in this transition plan, the County will continually self-evaluate its services, policies, and practices.

Policies and Practices

Escambia County has striven to provide accessible features as part of the County's capital improvement projects. As accessibility standards and procedures are updated and additional information is available relating to the methods of providing accessible pedestrian features, the County will update its procedures to accommodate these methods.

Escambia County's goal is to continue to incorporate accessible features into all ongoing or future capital improvement projects. The County designs and constructs all capital improvement projects to meet all applicable ADA design standards and procedures. As these standards and procedures are updated, the County will update its internal policies and practices to accommodate these updates reflecting best management practices.

The County will consider, respond, and, to the greatest extent feasible, address all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with County priorities. The County will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the County's jurisdiction are ADA compliant to the maximum extent feasible.

ADA Coordinator

In accordance with 28 C.F.R. §35.107(a), Escambia County has designated the Human Resources Department Director to serve as the ADA Title II Coordinator. The Human Resources Department may be contacted at 850-595-3000.

Ongoing Activities

Existing facilities are upgraded to comply with current ADA standards as part of the County's capital improvement projects. The County's budget and programmed capital improvements program are updated annually and available for viewing under the most recent adopted budget at www.myescambia.com/our-services/budget/information-and-related-documents.

Public Outreach

Escambia County recognizes that public participation is an important component in the development of this plan. The Escambia County's Disability Awareness Committee (ECDAC) provided input from the community to assist with identifying the County's priorities for improvements within the jurisdiction of Escambia County.

Grievance Procedure

Under the ADA, each agency is required to publish its responsibilities to the general public. If users of County facilities and services believe the County has not provided reasonable accommodation as required by the ADA, they have the right to file a grievance.

In accordance with 28 C.F.R. §35.107(b), the County has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. Grievances shall be submitted to the County's Human Resources Department. Contact information – phone: 850-595-3000 or County's Accessibility webpage at https://myescambia.com/open-government/americans-with-disabilities-act/accessibility.

Ongoing Programs and Progress

The County's ADA Transition Plan will detail each applicable department's project-level and program-level activities directed toward providing accessibility to the County's facilities and services, to include: a description of programs being implemented; participants involved in the programs, directly and indirectly; any ADA training provided to County staff, consultants, and contractors; public involvement activities during program implementation and project delivery; and details of any customer comments/complaints, including resolution of accessibility issues, if applicable. County Staff will update the ADA Transition Plan annually, and once updated, the County will post the Plan on the County's Accessibility webpage at https://myescambia.com/open-government/americans-with-disabilities-act/accessibility. The annual update will entail: a list of any changes; emerging issues or accomplishments during the past fiscal year; and any proposed innovation, activities, or goals for the upcoming year.

Engineering Department

Summary

The Engineering Department is charged with the conservation and preservation of Escambia County's infrastructure. The Department's divisions include Engineering, Transportation & Traffic, the Bob Sikes Toll Booth, Construction Management, Stormwater Management, Surveying, and Real Estate Acquisitions.

Engineering Staff conducted an inventory of pedestrian facilities within the public rights-of-way consisting of the evaluation of the following facilities:

- 100 Miles of Sidewalks;
- 3 Miles of Trails; and
- 201 Traffic Control Signals.

The details of these facilities will be updated on an annual basis.

Maintenance of pedestrian facilities within the public rights-of-way will continue to follow the guidelines set forth for Accessible Design found in the Florida Building Code, Chapter 11.

Requests for accessibility improvements can be submitted to the County's Engineering Department. Contact information – phone: 850-595-3440 or via e-mail: engineering@myescambia.com.

Agency ADA Design Standards and Procedures

Escambia County follows the latest addition of Public Rights of Way Accessibility Guidelines (PROWAG), as adopted by the Florida Department of Transportation (FDOT), as its design standard.

Intersection Corners

Existing curb ramps or blended transitions will be constructed or upgraded to achieve ADA compliance as part of all capital improvement projects. As future projects are programmed and eventually constructed, those intersection corners shall be incorporated into future work for ADA compliance.

Pedestrian Facilities

Sidewalks, trails, and bicycle paths/lanes are commonly considered pedestrian facilities. If feasible, the County will incorporate ADA compliant pedestrian facilities into all roadway projects, and. upgrade any existing pedestrian facilities to ensure ADA compliance.

County Engineering Staff is currently performing an internal audit of all pedestrian facilities along the County's roadway network and anticipates completing the audit this calendar year (2019). The audit will result in a report identifying all pedestrian facility ADA deficiencies and a plan to address the deficiencies. This Transition Plan will be approved by the Board of County

Commissioners and transmitted to the appropriate state and federal agencies for filing prior to the completion of the pedestrian facilities audit. Staff will incorporate the audit report into the Transition Plan as part of the 2020 annual update.

Traffic Control Signals

Traffic control signals will be constructed or upgraded to achieve ADA compliance. If full compliance cannot be achieved, traffic control signal locations will be made as compliant as possible.

Universal Access Plan

Escambia County was successful in securing funds through the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) Act via the Gulf Coast Restoration Trust Fund to generate a universal public access plan for the two barrier islands in Escambia County.

The project will identify universal public access deficiencies on Pensacola Beach and Perdido Key in Escambia County in order to develop a universal public access plan with priority projects to improve public access Deficiencies will be identified through a survey of existing County facilities, parks, and infrastructure. The evaluations and community stakeholder outreach targeting disabled citizens will be utilized to rank and recommend priority projects in the universal access plan. Priority projects deemed feasible by the County and usable by community stakeholders will be designed and constructed to meet or exceed ADA Standards of Accessible Design, U.S. Access Board Recreational Guidelines, Florida Accessibility Code, and the Federal Highway Administration and Florida Department of Transportation Design Standards.

County Staff anticipates completing the universal public access plan in calendar year 2019, with design of the prioritized projects to follow. Project construction will proceed as funding permits.

This Transition Plan will be approved by the Board of County Commissioners and transmitted to the appropriate state and federal agencies for filing prior to the completion of the universal public access plan. Staff will incorporate the access plan into the Transition Plan as part of the 2020 annual update.

External Agency Coordination

Other state and local agencies/entities are responsible for pedestrian facilities within the jurisdiction of Escambia County. The County will continue to coordinate with those agencies to facilitate the elimination of accessibility barriers.

Continuing Efforts

On July 26, 2011, the U.S. Access Board issued a Notice of Proposed Rule-Making (NPRM), inviting public comments on the ***Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (Guidelines)***.

NOTE: As mentioned, the County has already adopted most of the criteria in the proposed ***Guidelines*** as county standards. The County does not anticipate that the federal adoption of the proposed ***Guidelines*** as standards will require significant changes to its current program. When new accessibility standards within the public rights-of-way are adopted, the County will update its policies, procedures, and design criteria accordingly.

The Capital Improvement Program (CIP) Schedule for the Transportation & Traffic Operations Division of the Engineering Department serves as the 5-Year Work Program for the division and is updated annually for the Board of County Commissioners. All projects will meet any and all applicable ADA standards.

The CIP is available upon request. Requests can be made via phone: 850-595-3440 or e-mail: engineering@myescambia.com.

Mass Transit Department

Summary

Escambia County Area Transit Authority (ECAT) provides citizens with safe, convenient, and affordable transportation at more than 1,076 bus stops covering 285 miles within Escambia County. The ECAT system currently provides fixed-route and para-transit bus service, as well as the seasonal Pensacola Beach trolley and University of West Florida on-campus trolley.

Escambia County also has a bus bench/shelter amenities program. The program consists of the installation of concrete pads for new or relocated bus benches and shelters. These concrete pads are constructed to comply with the local wind load design criteria and the requirements of the ADA. The program also includes the installation of 5-foot-wide sidewalks for accessibility as needed.

Requests for accessibility improvements can be submitted to the County's Mass Transit Department. Contact information – phone: 850-595-3228 or via e-mail: ecat@myescambia.com.

Bus Stops

Bus stops will be constructed or upgraded to achieve ADA compliance. If full compliance cannot be achieved, each bus stop location will be made as compliant as possible.

Bus Stop Assessment Plan

The Federal Transit Administration (FTA) requires providers of fixed-route service to have a plan to bring bus stops into compliance with the ADA and to actively implement the plan. During the development of the Florida-Alabama Transportation Planning Organization's (TPO's) State Fiscal Year 2019 Unified Planning Work Program (UPWP), ECAT and TPO staff programmed $65,000 of the TPO's public transportation planning funds in the FY 2019 UPWP for the TPO's general planning consultant to develop a Bus Stop Assessment Plan that will evaluate the ADA compliance of all Escambia County Authority Transit (ECAT) bus stops and create a plan to bring non-compliant locations into compliance. The TPO's general planning consultant developed a scope of services (task work order referenced herein as Exhibit B) for this project, and TPO staff developed a Notice to Proceed, Task Work Order, and UPWP task budget showing the $65,000 budgeted for consulting services.

The Scope of Services for the development of the Mass Transit Bus Stop Assessment Plan is available upon request. Requests can be made via phone: 850-595-3228 or e-mail: ecat@myescambia.com.

This Transition Plan will be approved by the Board of County Commissioners and transmitted to the appropriate state and federal agencies for filing prior to the completion of the bus stop assessment plan. Staff will incorporate the plan into the Transition Plan as part of the 2020 annual update.

Other Transit Facilities

Escambia County and ECAT will ensure any additional transit facilities located within the jurisdictional limits of the County comply with all applicable accessibility standards.

Facilities Management Department

Summary

The Facilities Management Department is responsible for the maintenance, repair, and security of all county owned and leased buildings, along with utilities, capital lease management, space needs planning, and oversight of capital improvement and renovation projects for county facilities. Its divisions include Custodial Services, Design & Construction Administration Team, Maintenance, and Utilities.

Requests for accessibility improvements can be submitted to the County's Facilities Management Department. Contact information – phone: 850-595-3190 or via e-mail: facilities@myescambia.com.

In addition to reviewing the applicable policies and procedures, County staff and consultants previously conducted accessibility surveys for several County owned and operated buildings and facilities, to include pedestrian walkways, roadways, and parks. The surveys included public areas and employee-only areas. A high priority was placed on identifying and correcting deficiencies in public areas and facilities. Based on these surveys (facility self-evaluations), each department initiated county-level transition plans to implement corrections for ADA deficiencies identified in County buildings. The planning, design, and construction of these projects will be funded by the Local Option Sales Tax (LOST) program.

New facility standards were developed to ensure that alterations to existing buildings and the design and construction of new buildings and facilities will comply with ADA regulations and standards, as well as the requirements of the Florida Accessibility Code, which was modified in 1993 to adopt the ADA standards. The intent is for the County to design construction criteria that will meet or exceed state and federal accessibility regulations.

The following facilities projects were completed within the past 2 years:

- Billy G. Tennant Clinic; and
- Beulah Community Center.

The following facilities projects are expected to occur this Calendar Year 2019:

- Animal Shelter;
- Sheriff's Evidence Building;
- Century Volunteer Fire Department;
- Government Complex - 9-Mile Road; and
- Wildlife Sanctuary.

The Escambia County ADA Study of County Facilities and Parks (dated 02/24/16) is available upon request. Requests can be made via phone: 850-595-3190 or e-mail: facilities@myescambia.com.

Parks and Recreation Department

Summary

The Parks and Recreation Department maintains property throughout Escambia County, including the County's athletic fields and parks, neighborhood parks, beach access areas, boat launch areas, camping facilities, medians and the Equestrian Center. The Department has made major strides in providing access to park locations. A major emphasis has been placed on internal park sidewalks, which provide transition areas from parking locations to various park amenities and restroom facilities. The parks maintenance team primarily focuses on the upkeep and oversight of playground areas with an emphasis on playground fall surfaces, portable restroom units, and park access points. The Parks and Recreation Department will continue to add internal park sidewalks to improve access to various park amenities.

In addition, the Department has added seven special needs playground amenity areas. These locations are adjacent to existing playground units, which provides inclusion for families with special needs youth or adolescents.

Requests for accessibility improvements can be submitted to the County's Parks and Recreation Department. Contact information – phone: 850-475-5220 or via e-mail: recreation@myescambia.com.

The following is an example of the County's continued effort to enhance accessibility to County park facilities.

In 2005, the Miracle League of Pensacola started conducting games at the County's John R. Jones Athletic Complex on 9 Mile Road. The Miracle League's mission is to provide a safe, organized baseball league with facilities for persons with mental and/ or physical challenges where every player plays, every player gets a chance to hit, every player gets on base, every player scores and wins every inning. The Miracle League of Pensacola started its program with one ball diamond along with concession and restroom facilities, and the growth of the program has resulted in additional facilities. Currently, the Miracle League of Pensacola has three rubberized ball diamonds, a multi-sport rubberized court for various sporting activities, and a rubberized surface playground.

Since the ADA became effective in 1992, the County has enhanced accessibility to its facilities and services and will continue to do so. It has been the County's goal to provide its citizens with the most accessible services and facilities in the country and to be a model of accessibility for other state agencies.

The following parks and recreation projects were completed within the past 2 years:

- John R Jones Park;
- Myrtle Grove Park; and
- Ashton Brosnaham Park.

The following parks and recreations projects are expected to occur this Calendar Year 2019:

- Molino Park;
- Bradberry Park;
- Bellview Park;
- Cantonment Park; and
- Brent Park.

The County's ADA Study of County Facilities and Parks (dated 02/24/16) is available upon request. Requests can be made via phone: 850-475-5220 or e-mail: recreation@myescambia.com.

Glossary of Terms:

ADA Transition Plan: Escambia County's ADA Transition Plan identifies and details the County's policies and procedures for ADA compliance and references past, ongoing, and future ADA upgrades / improvements.
Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.
Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.
Americans with Disabilities Act (ADA) of 1990: Federal law that prohibits discrimination based on disability by guaranteeing equal opportunity in public accommodations, employment, transportation, state and local government services, and telecommunications. Title II of the ADA prohibits discrimination against people with disabilities in all programs, services, and activities of state and local governments, their departments and agencies.
Americans with Disabilities Act Accessibility Guidelines (ADAAG): Provides scoping and technical requirements for accessibility to buildings and public facilities for individuals with disabilities under the ADA.
Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered, or leased with Federal funds to be accessible to the public. The ABA marked one of the first efforts to ensure access to the built environment.
Capital Improvement Program (CIP): The CIP for the Engineering Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the County's transportation system.
Chapter 11, Florida Building Code: Establishes state standards for accessibility to places of public accommodation and commercial facilities for individuals with disabilities
Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.
Guidelines for Accessible Public Rights-of-Way (PROWAG): Guidelines issued in 2005 by the U. S. Access Board to address roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.
Right-of-Way: A general term denoting land, property, or any interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.
Section 504 of the Rehabilitation Act of 1973: Prohibits discrimination against people with disabilities in programs that receive federal financial assistance.
Transit Facilities Design: These guidelines provide guidance to state and local governments and transit agencies in the design, location and installation of transit facilities consistent with state and federal laws, regulations, and best practices.
United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications

equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The federal executive department responsible for the enforcement of the law and administration of justice.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17572 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Florida Department of Transportation County Incentive Grant Program Application - County Road 184 (Muscogee Road)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation County Incentive Grant Program Application for the County Road 184 (Muscogee Road) Freight Corridor Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Application for the County Road (CR) 184 (Muscogee Road) Freight Corridor Project:

A. Authorize staff to submit an Application for CIGP Funds to the Florida Department of Transportation (FDOT), to request Grant funding for the CR 184 (Muscogee Road) Freight Corridor Project, from the Perdido River to Beulah Road (CR 99), and from Carlisle Drive to Nowak Road; and

B. Authorize the County Administrator or designee to sign the Application, and any other documents related to the request for CIGP funds, subject to Legal review and sign-off, if applicable, and without further action of the Board.

This project is located in Commission District 5.

[Funding: Fund 353, Local Option Sales Tax IV; CIGP requires a 50/50 funding match. Staff recommends requesting that CIGP funds for the project totaling $2,700,000 (construction estimate, including contingency and construction engineering and inspection) be awarded. If awarded, FDOT and Escambia County would each fund $1,350,000 towards the project.]

BACKGROUND:

Escambia County Transportation & Traffic Operations (TTO) staff is requesting authorization to submit a project Application for State of Florida County Incentive Grant Program (CIGP) funds for the County Road (CR) 184 (Muscogee Road) Freight Corridor Project from Perdido River to Beulah Road and from Carlisle Drive to Nowak Road. The project limits fall within Commission District 5. The project is listed in the Florida-Alabama Transportation Planning Organization (FL-AL TPO) 2045 Long Range Transportation Plan.

This is a major local freight corridor that is key to expanding economic development in the region. Significant financial resources have been expended on this roadway to meet the increasing economic demand, enhance safety, and improve the overall viability of this corridor to handle the growing volume of freight and commuter vehicles. Local funds of over $3 million have been expended on improving this roadway corridor. In addition, this corridor has received state economic development Grant funding in the amounts of $2.174 million and $1.95 million. Escambia County has also recently received $500,000 of direct funding from the Florida Legislature. This CIGP Grant will provide the necessary matching funds to complete the initial upgrade of this corridor.

Improvements will include milling two inches of existing asphalt and resurfacing with four inches of SP12.5 high traffic asphalt rating (76-22). This paving structure was recommended by the Engineer of Record.

CIGP allows the Florida Department of Transportation (FDOT) to make Grants to counties for the improvement of transportation facilities on the State Highway System (SHS). CIGP funds may be awarded for local transportation facilities off the SHS, but such projects would need to relieve traffic congestion on the SHS.

If a project off the SHS is selected for the FDOT Five-Year Work Program, the requesting County must then enter into a Joint Participation Agreement (JPA) with FDOT in the fiscal year that the project is funded. If the project selected is on the state system, FDOT will manage the project and no JPA will be required. This project is off the SHS.

Upon authorization, staff will prepare the CIGP Application, obtain the County Administrator's signature, and transmit all documentation to FDOT prior to the March 20, 2020, deadline.

Per FDOT, new projects for FDOT's Fiscal Year 2024 will be considered during this application cycle.

Attached is a blank CIGP Application for reference.

BUDGETARY IMPACT:

Funding is available in Fund 353, Local Option Sales Tax IV; CIGP requires a 50/50 funding match. Staff recommends requesting that CIGP funds for the project totaling $2,700,000 (construction estimate, including contingency and construction engineering and inpection) be awarded. If awarded, FDOT and Escambia County would each fund $1,350,000 towards the project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Subject to Legal approval.

PERSONNEL:

Upon Approval, Engineering Staff will submit the Application.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Board's Grant Application policy.

IMPLEMENTATION/COORDINATION:

Upon approval, TTO staff will finalize the grant application, seek necessary signatures, and submit the application package to FDOT prior to the March 20, 2020 deadline.

Attachments

CIGP Blank Application

Map and photos

FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM
APPLICATION

District 3
CIGP

APPLICANT INFORMATION

Date: _____

COUNTY NAME: _____

CONTACT PERSON: _____ **TITLE:** _____

ADDRESS:

PHONE: _____

EMAIL: _____

PROJECT OVERVIEW INFORMATION

ROAD JURISDICTION *(Check only one)*

☐ *On the State Highway System*
☐ *Off the State Highway System (ie County or City Street)*
☐ *Combination of on and off the State Highway system*

CHECK WHICH BEST DESCRIBES THE PROPOSED PROJECT *(Check only one)*

☐ Improves a transportation facility, including transit, which is located on the State Highway System

☐ Relieves traffic congestion on the State Highway System

BRIEF PROJECT DESCRIPTION AND LOCATION *(ie Add 2 additional lanes to make 4-lanes on CR 123 from Main St to CR 345)* **Please include a location map:**

PROJECT LENGTH *(in miles):* _____

PROJECT ELIGIBILITY CRITERIA

Is the project consistant, to the maximum extent feasible, with local metropolitan planning organization plans and local government comprehensive plans? ☐ Yes ☐ No

Will the County administer the design, construction and CEI of the propsed project ? ☐ Yes ☐ No

The department must consider, but is not limited to, the following criteria for evaluation of projects for County Incentive Grant Program assistance:

(a) The extent to which the project will encourage, enhance, or create economic benefits;

(b) The likelihood that assistance would enable the project to proceed at an earlier date than the project could otherwise proceed;

(c) The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment;

(d) The extent to which the project uses new technologies, including intelligent transportation systems, which enhance the efficiency of the project;

(e) The extent to which the project helps to maintain or protect the environment; and

(f) The extent to which the project includes transportation benefits for improving intermodalism and safety.

Describe how this project will meet the above criteria:

Describe the scope and any special characteristics of the project (*ie Paving CR 123 from Main St to CR 345, include lane and shoulder width, culvert replacement, ditch regrading, bridge impacts, driveway turnouts or other significant characteristics of the project. Provide Typical Section drawings if available)*. **Include a location map**

Provide any additional project specific information that should be considered.

ADDTIONAL PROJECT INFORMATION

Right of Way

Is right-of-way acquisition proposed? If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way.

☐ **Yes** ☐ **No**

Describe existing right-of-way ownerships along the project *(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements)***:**

Public Involvement

Have any public information, or community meetings been held? ☐ **Yes** ☐ **No**

Describe public, and private, support for the project. *(Examples: Letters of support, public meetings, County Commission meeting, petitions, written endorsements, resolutions, etc.)*

Matching Funds

County is eligible for, and requests, waiver of the required 50% of match ☐ **Yes** ☐ **No**

If matching funds are proposed, explain the source and any limitations of those funds

PROJECT COST ESTIMATE

Provide a summary of the estimated cost for the work being proposed. If your agency is not eligible for a waiver, the maximum amount of participation by the Department is 50% of project costs. *(Use whole numbers, a detailed project cost estimate must be attached to this application.)*

	CIGP Funds	Local Funds	Total
Design Engineering & Plans Preparation			$ 0
Construction			$ 0
Construction Engineering & Inspection Activities			$ 0
Total Estimated Cost	$ 0	$ 0	$ 0

Certification of Project Sponsor

I hereby certify that the proposed project herein described is supported by _____ (sponsoring entity) and that said entity:

(1) Provide any required matching funds;

(2) Shall enter into an agreement with the Florida Department of Transportation to perform the work;

(3) Shall certify that no additional right of way is required to perform the work other than what is identified on page 4 of this application;

(4) Has the legal right ot construct the project within the identified right of way;

(5) Shall acquire necessary permits required to construct the project;

(6) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that _____ (sponsoring entity) will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

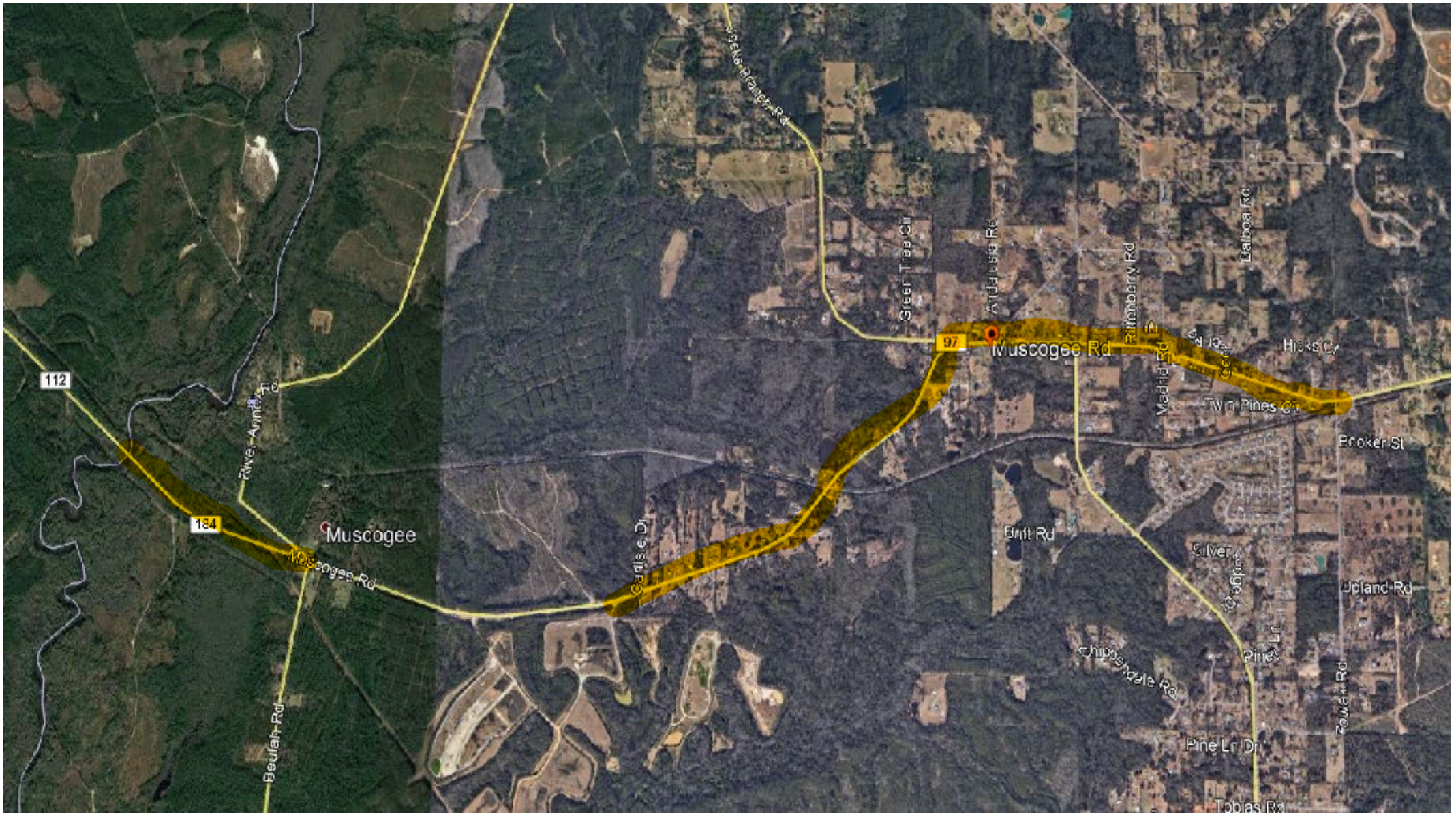
_____ _____

Print Name *Signature*

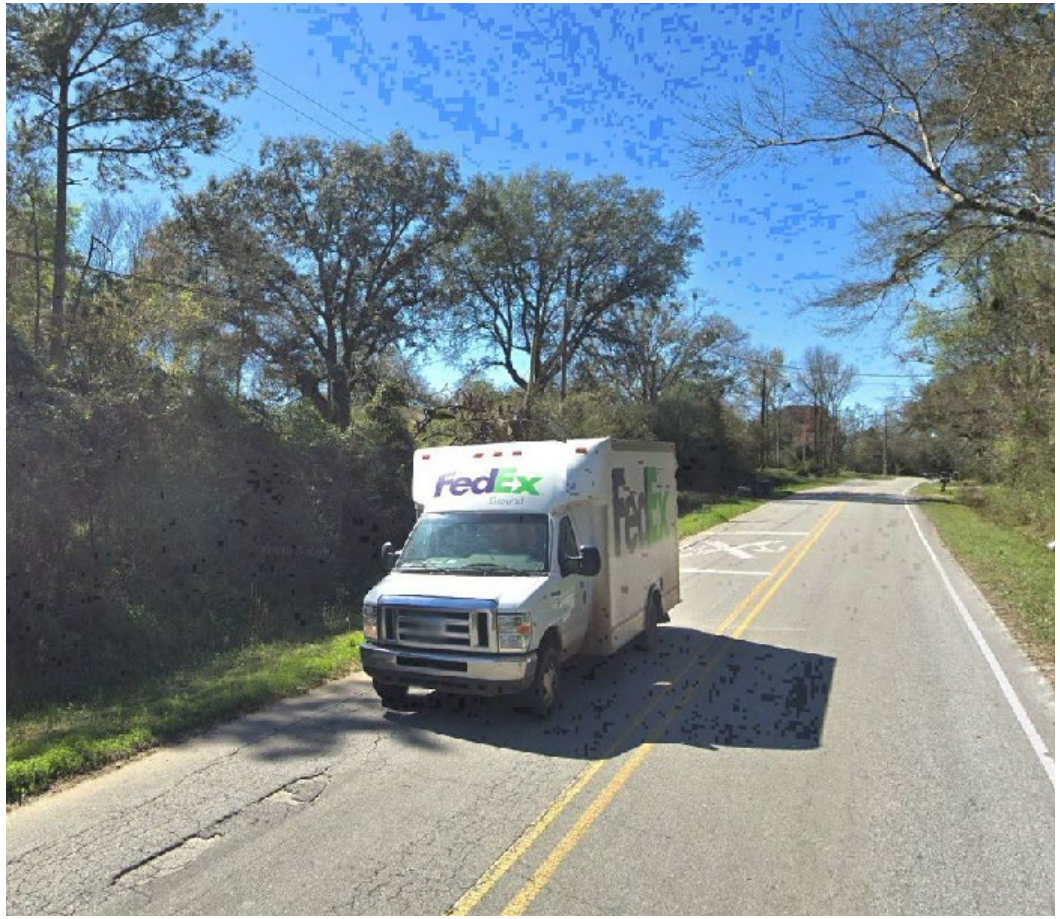
_____ _____

Title *Date*

Muscogee Road Location Map



Muscogee Road Photos





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17564 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Supplemental Budget Amendment #064 - ECUA Contribution for Interlocal Cost Sharing Agreement, Detroit Blvd and Cove Ave
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #064 - Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #064, Local Option Sales Tax III (Fund 352), in the amount of $8,250, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for the Detroit Boulevard and Cove Avenue Utility Relocation project, and to appropriate these funds back into the LOST III project budget.

Escambia County and ECUA entered a 50/50 cost sharing agreement to share the cost of relocating utilities as part of the bridge installation at Detroit Boulevard and Cove Avenue. Total cost of the utilities relocation was $16,500, and ECUA's contribution is $8,250. These funds have been received and need to be transferred back into the project's budget.

BACKGROUND:

Escambia County and ECUA entered a 50/50 Cost Sharing Agreement to share the cost of relocating utilities as part of the bridge installation at Detroit Boulevard and Cove Avenue. Total cost of the utilities relocation was $16,500, and ECUA's contribution is $8,250. These funds have been received and need to be transferred back into the project's budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 352 by $8,250.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#064

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received ECUA's contribution for the Interlocal Cost Sharing Agreement for Detroit Blvd. and Cove Ave utility relocation, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Local Option Sales Tax III	352
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
352/Local Option Sales Tax III	ECUA Contribution-Capital Project	337302	$8,250
Total			$8,250

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
352/Local Option Sales Tax III (Detriot Blvd and Cove Ave utilities)	210107/Transportation & Drainage Project #13EN2523	56301/Improvements Other than Buildings	$8,250
Total			$8,250

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US Date: 2020.02.24 11:45:14 -06'00'

OMB Approved

Supplemental Budget Amendment
#064

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17546 **County Administrator's Report 14. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Approval of Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,996,867, and from Cost Center 360105, in the amount of $803,133, for a combined total of $2,800,000; and

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,800,000, for a total allocation of $9,249,534, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

1. Direct programming: Expenses of ~~$4,925,816~~$6,922,683 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$340,622~~$498,147 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and

3. Personnel: Expenses of ~~$1,183,096~~ $1,828,704 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

BACKGROUND:

On December 10, 2019, the Tourist Development Council voted to approve allocating the overage in the tourist development tax dollars from Fiscal Year FY 2018/2019 to Visit Pensacola.

Visit Pensacola has requested a $300,000 advance from this additional allocation. Per their Agreement, they operate on a reimbursement basis and the advance will provide cash flow until further expenses are reimbursed by the County. They also act as the fiscal agent for Pensacola Sports and Art, Culture, Entertainment (ACE) and it is critical for reimbursement in a timely manner.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to Miscellaneous Appropriations Agreement

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AMENDMENT to the Miscellaneous Appropriations Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., FEI/EIN 46-3684826, with a principal address of 1401 East Gregory Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, on or about October 17, 2019, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for the County's current Fiscal Year 2019/2020, "Third Cent" Tourist Development Tax funds in the sum of $4,645,000 and "Fourth Cent" Tourist Development Tax funds in the sum of $1,804,534.00 for the Recipient to conduct a program generally described as Tourism Promotion Activities (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to include additional funding in the total amount of $2,800,000.00 to increase funding for Direct Programming activities by $1,996,867.00, Operations expenses by $157,525.00, and Personnel related expenses by $645,608.00; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of $2,800,000.00 for a total sum of $9,249,534.00. The sum of $300,000.00 shall be paid to the Recipient following execution of this Amendment, and all remaining funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B.

3. Exhibit A to the Agreement is hereby amended as provided in the revised Exhibit, attached hereto and incorporated herein, to reflect the increased funding allocations for authorized program functions as set forth therein.

4. The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the last date executed by the parties hereto.

6. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-26-2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

VISIT PENSACOLA, INC.

By: _____

Date: 2.27.20

Attest:

~~Secretary~~ Witness

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS PROGRAM

NAME OF ORGANIZATION:
Visit Pensacola, Inc.

	APPROVED BUDGET
EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **VISIT PENSACOLA, INC.**	~~$6,449.534.00~~ $9,249,534.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The allocation of funds described below represents the parties' best estimate of the expected expenditures. The allocation of funding may be modified by written amendment to this Agreement duly executed by both parties.

Direct programming: Expenses of ~~$4,925,816.00~~ $6,922,683.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are direct programming expenses of Arts, Culture and Entertainment, Inc. (ACE) and Pensacola Sports Association, Inc. (PSA) for marketing and operational support for local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~$340,622.00~~ $498,147.00 related to the operations of Visit Pensacola and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~$1,183,096.00~~ $1,828,704.00 related to salaries and benefits for employees of Visit Pensacola and the Pensacola Sports Association (PSA).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17590 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Recommendation Concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Rescindment of Prior Board Actions for the Surplus and Sale of Real Property that Escheated to the County:

A. Rescind the Board's action of February 16, 2012, taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street:

1. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of $46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

3. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and

4. Authorizing the Chairman to sign all documents related to the sale;

B. Rescind the Board's action of July 10, 2014, taking the following action

concerning surplus and sale of real property, located at 3403 West Lloyd Street:

1. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

2. Declaring surplus the Board's real property, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
064094000	332S303301005274	$7,434	3403 West Lloyd Street	3

3. Authorizing the sale of property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current assessed value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

4. Authorizing the Chairman to sign all documents related to the sales; and

C. Rescind the Board's action of November 6, 2014, taking the following action concerning the surplus and sale of real properties, located at the following locations:

1. Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying the premises;

2. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist.) noted:

Account	Reference	2014 PA Value	Address	District
150646000	000S009060014053	$4,868	1021 North "F" Street	3
150780000	000S009060110068	$2,250	1209 West Gonzalez Street	3
150783000	000S009060122068	$5,398	1015 North "G" Street	3
150784100	000S009060150068	$4,499	1017 North "G" Street	3

3. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

4. Authorizing the Chairman to sign all documents related to the sales.

Each of the above-referenced parcels has previously been declared surplus and authorized for sale. A sale has not been achieved on these parcels to date. The prior Board actions are now being rescinded to allow the parcels to be designated for use in an infill housing project in District 3.

BACKGROUND:

Each of the above-referenced parcels has previously been declared surplus and authorized for sale. A sale has not been achieved on these parcels to date. The prior Board actions are now being rescinded to allow the parcels to be designated for use in an infill housing project in District 3, along with two other parcels that have been identified at this time (1021 North "G" Street, Account #: 150781000, Reference #: 000S009060120068; and 1100 West Gonzalez Street, Account #: 150635000, Reference #: 000S009060018052) for the same purpose.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2-16-2012 BCC Resume Page (1209 West Bobe Street)

7-10-2014 BCC Resume Page (3403 W Lloyd Street)

11-6-2014 BCC Resume Page (multiple parcels)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

4. Taking the following action concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:

   A. Declaring surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

   B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of $8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

   C. Authorizing the Chairman to sign all documents related to the sale.

5. Awarding an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of $340,676.70 (Funding: Fund 110, Other Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit," Cost Center 221013, Object Code 56301, *[in the amount of]* $316,559.05, and Fund 352, Local Option Sales Tax III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878, SW Greenway, *[in the amount of]* $24,117.65).

* 6. Taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street that has escheated to the County:

   A. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;

   B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of $46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

   C. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and

   D. Authorizing the Chairman to sign all documents related to the sale.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
063673000	332S301300006012	$9,984	3700 West Moreno Street Block	3
064006100	332S303300092265	$6,935	3502 West Cervantes Street	2
064094000	332S303301005274	$7,434	3403 West Lloyd Street	3
064306500	332S304000013242	$6,814	600 Y Street Block	2
070787000	342S300660000021	$6,032	3722 James Street	2
070979200	342S300850001002	$3,311	901 Krasnosky Street	2
070989000	342S300860050001	$5,652	3704 West Cervantes Street	2
071619000	342S301150011003	$11,400	17 Carey Avenue	2
074108730	372S303400014002	$8,075	10 Beth Circle	2
081010000	502S305040003004	$7,195	706 Wingate Street	2
081479000	512S306000000008	$17,586	20 West Washington Street	2
081839000	502S306070120004	$7,600	89 Leyte Drive	2
084039000	592S301000010017	$14,250	13 Elegans Avenue	2
084369000	592S302700002038	$7,960	200 Seamarge Lane Block	2
070729000	342S300590034059	$10,347	533 North Green Street	3

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Continued...

B. Continued...

Account	Reference	2013 PA Value	Address	District
092642000	012S314301001002	$6,175	4900 Sierra Drive Block	1
094070110	192S314209003002	$4,180	200 S Crow Road Block	1
101348500	362S311010000005	$16,862	5900 Princeton Drive Block	1
112711110	091N311000233004	$5,107	Off Muscogee Road	5

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):

A. Approving the following ranking of the Proposal Review Committee:

(1) Warren Averett, LLC;
(2) Saltmarsh, Cleaveland and Gund; and
(3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

18. Taking the following action concerning the surplus and sale of real properties, located at the following locations, which have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2014 PA Value	Dist
142879000	000S009025007341	200 East Fisher Street Block	$5,310	3
143153000	000S009025014373	1300 East Baars Street Block	$8,622	3
150060000	000S009060010004	620 North "B" Street	$5,490	3
150106000	000S009060020008	1003 North "A" Street	$10,570	3
150133000	000S009060130012	701 West Brainard Street	$6,086	3
150138000	000S009060180012	1100 North "B" Street	$10,916	3
150177000	000S009060120017	811 West Gadsden Street	$3,965	3
150178000	000S009060130017	809 West Gadsden Street	$3,584	3
150182000	000S009060180017	600 West Jackson Street Block	$6,126	3
150202000	000S009060190018	505 North "B" Street	$7,626	3
150203000	000S009060200018	500 North "B" Street	$7,626	3
150241000	000S009060182020	804 West Wright Street	$10,066	3
150285000	000S009060005023	908 West La Rua Street	$6,450	3
150334000	000S009060001027	900 North "D" Street	$7,245	3
150335000	000S009060002027	902 North "D" Street	$7,245	3
150385000	000S009060001031	1200 North "E" Street	$7,245	3
150395000	000S009060019031	1205 North "D" Street	$7,245	3
150429000	000S009060011034	1011 West DeSoto Street	$3,821	3

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

18. Continued…

B. Continued…

Account	Reference	Address	2014 PA Value	Dist
150551000	000S009060170044	611 North "E" Street	$8,606	3
150562000	000S009060007045	710 North "F" Street	$10,852	3
150564000	000S009060010045	700 North "F" Street Block	$6,860	3
150574000	000S009060060046	800 North "F" Street	$4,499	3
150646000	000S009060014053	1021 North "F" Street	$4,868	3
150699000	000S009060050059	408 North "G" Street	$6,326	3
150740000	000S009060072063	1313 West Jackson Street	$8,857	3
150769000	000S009060015065	700 North "G" Street	$10,867	3
150775000	000S009060010068	1006 North "H" Street	$8,998	3
150780000	000S009060110068	1209 West Gonzalez Street Block	$2,250	3
150783000	000S009060122068	1015 North "G" Street	$5,398	3
150784100	000S009060150068	1017 North "G" Street	$4,499	3
150787000	000S009060001069	1106 North "H" Street	$13,676	3
150814000	000S009060010072	1100 West Gonzalez Street Block	$4,319	3
150859000	000S009060191077	1400 West Jackson Street Block	$8,435	3
150906000	000S009060024085	1508 West Gadsden Street	$9,866	3
150989000	000S009060013094	921 North "J" Street	$5,516	3
151040000	000S009060015106	800 North "K" Street Block	$5,974	3
151080000	000S009060200109	1103 North "K" Street	$6,748	3
151094100	000S009060140112	1100 North "L" Street Block	$5,974	3
151227500	000S009060190127	1900 West Strong Street	$7,854	3

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

18. Continued...

B. Continued...

Account	Reference	Address	2014 PA Value	Dist
151259800	000S009060160132	2006 West Gonzalez Street	$8,031	3
151486000	000S009060018169	305 North "Q" Street	$10,263	3
151536500	000S009060013180	1109 North "R" Street	$12,914	3
151860100	000S009060050226	3000 West Lloyd Street Block	$6,136	3
153204000	000S009080080100	200 South "M" Street	$10,212	3

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

19. Taking the following action concerning the Lake Charlene Area of Warrington Basin Study (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2198) (should the project HMGP *[Hazard Mitigation Grant Program]* application submitted to the Florida Department of Emergency Management and the Federal Emergency Management Agency [FEMA] be determined eligible and selected for funding, 75% of the project's design and construction costs will be funded by FEMA, and the County will be required to fund 25% of the costs):

A. Awarding, and authorizing the County Administrator to sign, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc.*, per the terms and conditions of PD 13-14.081, "Lake Charlene Area of Warrington Basin Study," for a lump sum of $133,746.77; and

(Continued on Page 28)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17018 **County Administrator's Report 14. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 18-19.081, Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project - Joy Jones, P.E., Engineering Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 18-19.081, Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project for Phase I Base Services, in the amount of $386,235, and Phase I Optional Services, in the amount of $69,930. The total estimated cost for Phase I is $456,165.

Contingent upon an appropriation of additional Project funding, the County will budget funds for Phase II Base Services, in the amount of $313,055, Phase II Optional Services, in the amount of $82,335, Phase III Base Services, in the amount of $34,665, and Phase III Optional Services, in the amount of $12,985. The total estimated cost for Phase II is $395,390, and Phase III is $47,650.

The total estimated Project cost (Phases I-III) is $899,205.

Vendor/Contractor	Amount	Contract Number
Phase I: Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 17EN2791	$456,165	PD 18-19.081

NON-ADA-COMPLIANT DOCUMENTS UNDER SEPARATE COVER:

- RLI Response from Mott MacDonald
- Muldoon Velma Project Map

This solicitation was issued via Government Forms Software to 248 registrants representing 96 firms.

BACKGROUND:

The Bayou Marcus/Millview Basin, located in the southwestern point of Escambia County, is a 16,681-acre watershed, in which most of its sub-basins drain to Bayou Marcus Creek, which outfalls into Perdido Bay.

Glenwood Subdivision, adjacent to the regional pond located on Muldoon Road, experienced major flooding during the April 2014 flood event, in which nearly 30 homes received up to 2' of water intrusion. This can be alleviated by design/installation of a positive outfall drainage system from Glenwood Subdivision to the Velma Drive Pond. The property at 7320 Hayward Ave is south of and adjacent to the Velma Drive Pond and was recently acquired (less the cell tower property) to allow for the expansion of the Velma Drive Pond. The pond will also require an outfall.

During major rainfall events, stormwater backs up along Saufley Field Road near Prospect Lane causing the intersection to flood. When this occurs, property owners experience flooding at the Prospect Lane intersection and along Muldoon Road east of the Felton Pond. In extreme events, the Felton Pond overflows to the Windham Pond resulting in the flooding of homes in the Glenwood subdivision. The Florida Department of Transportation (FDOT) has prepared plans to install sidewalks on Saufley Field Road and has provided some drainage design based upon FDOT standards which will need to be reviewed as it relates to any proposed improvements associated with the overall project.

The construction of Muldoon Road Area Drainage Improvements Phase I was completed in 2001, resulting in drainage conveyance improvements north of Saufley Field Road, and construction of the Felton and Windham Ponds south of the Muldoon and Saufley Field intersection. Muldoon Road Area Drainage Improvements Phase II plans were completed, but never constructed, due to funding limitations and incomplete acquisitions. The Phase II design concept needs to be evaluated for a more cost-effective solution to provide positive outfall for the Phase I ponds. Construction of the Midas-Muldoon Pond (ID #813) expansion was completed in 2019.

The Request for Letters of Interest for PD 18-19.081, Design Services for

Muldoon, Velma, and Saufley Field Area Drainage Project were submitted via Government Forms Software to 248 registrants representing 96 firms on July 16, 2019. Five firms responded and the Selection/Negotiation Committee ranked the short-listed firms in the following order:

1. Mott MacDonald Florida, LLC;
2. HDR Engineering, Inc.; and
3. Baskerville-Donovan, Inc.

Four negotiations were held, resulting in the Final and Best Offer being established on October 2, 2019, in the amount of $386,235 for Phase I Base Services, and Phase I Optional Services in the amount of $69,930. The total estimated cost for Phase I is $456,165.

Contingent upon an appropriation of additional Project funding, the County will budget funds for Phase II Base Services, in the amount of $313,055, Phase II Optional Services, in the amount of $82,335, Phase III Base Services, in the amount of $34,665, and Phase III Optional Services, in the amount of $12,985. The total estimated cost for Phase II is $395,390, and Phase III is $47,650. When funding becomes available for Phase II and Phase III, these Phases will be released for design services.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Phase I: Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 17EN2791	$456,165	PD 18-19.081

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects, as well as the Purchase Order. Nick Chauvin of the Escambia County Engineering Department will be the Contract Administrator.

Attachments

Solicitation
Bid Distribution List
Register of Submitters
Short List Score Sheet
Final Ranking Score Sheets
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

DESIGN SERVICES FOR MULDOON, VELMA, AND SAUFLEY FIELD AREA DRAINAGE
Solicitation Identification Number PD 18-19.081

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, July 31, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
DESIGN SERVICES FOR MULDOON, VELMA, AND SAUFLEY FIELD AREA DRAINAGE
Solicitation Identification Number PD 18-19.081

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

DESIGN SERVICES FOR MULDOON, VELMA, AND SAUFLEY FIELD AREA DRAINAGE
Solicitation Identification Number PD 18-19.081

SCOPE OF WORK

Purpose

The Escambia County Engineering Department requests the services of an engineering consulting firm to provide professional services related to design of the Velma Drive Pond expansion and contributing conveyance improvements to the pond. The primary objectives of the project are to expand the Velma Drive Pond, provide an outfall system for the expanded pond, and accommodate proposed upland drainage improvements to convey stormwater to the pond, including providing positive outfall for existing County ponds within the Basin. Review and update of portions of the September 2007 Stormwater Management Master Plan Bayou Marcus/Millview Basin will be necessary for this design and to accomplish project objectives. Bayou Marcus Basin Study evaluation and update with portions of Branch C and Branch E. Branch C includes Velma Drive Pond Outfall and Fresno Avenue area. Branch E includes Muldoon Road, Bellview Avenue/Hogan Pit Outfall, and Felton Pond Outfall.

The project goals and objectives are as follows:

1. Provide a Basin Study Engineering Assessment Report update specific to project areas of consideration for a phased project approach with phased project details and estimates. The assessment report needs to conceptually consider the programmed Bellview Avenue Branch E Chestnut-Hogan Pit expansion and future Fresno Ave Branch C from the basin study as future separate projects with stormwater projects with stormwater projects with stormwater flows into the system.
2. Provide a connected positive outfall drainage system for the area stormwater ponds as a “treatment train” extending from Bayou Marcus Creek at the South end through Velma Drive Pond ID# 92 expansion, the regional pond on Muldoon Rd (Windham Pond ID# 543), the regional pond on Saufley Field Rd (Felton Pond ID# 433), the existing drainage system on Muldoon Road North of Saufley Field Rd, which includes Midas Pond ID# 813 and Hogan Pit Pond ID # 95. Positive outfall routes and drainage connections will need to be evaluated for the most appropriate option.
3. Develop 100% construction plans for the Velma Drive Pond expansion, including an outfall system to the Bayou Marcus Creek. Positive outfall to the creek and inflow connections from the basin are to be evaluated as part of the design.
4. Develop 100% construction plans to alleviate drainage problems surrounding the Glenwood Subdivision by providing positive outfall design for the (2) two regional ponds in the area of Saufley Field Road (Felton Pond 433) and Muldoon Road (Windham Pond 543), preferably by utilizing the Velma Drive Pond expansion as an outfall connection within the positive outfall system.
5. Develop plans and an engineering assessment to addressing flooding problems at Saufley Field Road and Prospect Lane associated with the existing regional pond on Saufley Field Road across from the intersection in coordination with proposed sidewalks on Saufley Field Road and contributing drainage system.
6. The A/E will be responsible for acquiring project certified Boundary and Topographic Surveys as needed, determining any right-of-way, maintenance claim, or easement needs, and providing for surveys or sketches for the project that satisfy the current Florida

Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

Background

The Bayou Marcus/Millview Basin, located in the southwestern point of Escambia County, is a 16,681-acre watershed in which most of its sub-basins drain to Bayou Marcus Creek which outfalls into Perdido Bay.

Glenwood Subdivision, adjacent to the regional pond located on Muldoon Rd, experienced major flooding during the April 2014 flood event in which nearly 30 homes received up to 2' of water intrusion. It is expected this can be alleviated by design/installation of a positive outfall drainage system from Glenwood Subdivision to the Velma Drive pond. The property at 7320 Hayward Ave is south of and adjacent to the Velma Drive pond and was recently acquired (less the cell tower property) to allow for the expansion of the Velma Drive pond. The pond will also require an outfall.

During major rainfall events stormwater backs up along Saufley Field Road near Prospect Lane causing the inlet on Prospect Lane to back up and flood the intersection. When this occurs property owners experience flooding at the Prospect Lane intersection and along Muldoon Road East of the Felton Pond. In extreme events the Felton pond overflows to the Windham pond resulting in flooding of homes in the Glenwood subdivision. The Florida Department of Transportation (FDOT) has prepared plans to install sidewalks on Saufley Field Road and has provided some drainage design based upon FDOT standards of which will need to be reviewed as it relates to any proposed improvements associated with the overall project.

The construction of Muldoon Road Area Drainage Improvements Phase 1 was completed in 2001, resulting in drainage conveyance improvements North of Saufley Field Road, and construction of the Felton and Windham Ponds south of the Muldoon and Saufley Field intersection. Muldoon Road Area Drainage Improvements Phase 2 plans were completed, but never constructed due to funding limitations and incomplete acquisitions. The Phase 2 design concept needs to be evaluated for a more cost-effective solution to provide positive outfall for the Phase 1 ponds. Construction of the Midas-Muldoon Pond (ID #813) expansion was completed in 2019.

Basin studies, drainage plans, conceptual plans, and associated designs may have varying drainage concepts and solutions for this area, which are to be evaluated as part of this scope of work. All studies, plans, and available records will be made available to the CONSULTANT. Partial documentation is provided on disc for review.

Description of Work Activities:

Activity 1- Bayou Marcus Basin Study Partial Update

1. Basin Study Modeling:

The basin modeling by the CONSULTANT should primarily be based upon existing inventory and existing drainage conveyance systems and outfalls as previously mentioned. It is anticipated the hydrologic/hydraulic (H&H) model of the primary drainage systems in the Bayou Marcus/Millview Basin Study, specifically can be utilized and updated as necessary to complete this scope of work. It is recommended improvements

be slightly deviated from the basin study to tie Muldoon Road to a newly expanded Velma Drive Pond and outfall along Muldoon Road. However, proposed positive outfall routes are to be evaluated for the most cost effective and constructible, considering existing rights-of-way, easements, or acquisition success. Any records that are not readily available shall be requested from the County's project manager prior to implementing surveying services. Only the primary drainage system, that includes creeks, open ditches, lakes, ponds, and closed conveyances of equivalent 24-inch diameter, as well as locations of identified drainage problems (regardless of conveyance area and pipe size) need to be considered. Drainage features which have smaller conveyance areas shall also be included if relevant to the overall basin system. The stormwater modeling shall include simulations of the 25-year and 100-year storm events, and a detailed study of flood prone areas within the subject project basin.

2. Identification of the Project Basin Area Stormwater Issues

The CONSULTANT shall identify and assess all known flooding areas within the focused study area (via flooding surveys, meetings with County staff, field visits, recent flooding questionnaires on file, flood damage assessment points, complaint review, etc.), develop conceptual design solutions for all the problem areas within the focused study area, prepare an economic analysis of design alternatives, recommend the most viable solutions, and prioritize the solutions based upon overall impact, feasibility, and economics.

3. Data Collection, Site Visits, & Meetings

The CONSULTANT shall collect and review available geotechnical data, existing hydraulic modeling data, geologic and hydro-geologic data and reports, GIS data, damage assessment data, correspondence, reports, topographic, and survey data. Data sources, information, and reports shall be reviewed to evaluate the technical merit and adequacy of the information as it relates to supporting the analysis.

Geotechnical data shall be collected to determine the appropriate modeling percolation rates of the (2) two regional ponds in the area of Saufley Field Road (Felton Pond 433) and Muldoon Road (Windham Pond 543), and for design of the Velma Drive Pond expansion.

Following the assembly and examination of all data and information, gaps shall be identified and discussed with County staff regarding any necessary additional data collection and future monitoring data needs. The CONSULTANT shall request any County file records that appear incomplete and shall propose options for collecting additional data where sufficient data does not exist.

Survey shall be included in this scope to support the basin study efforts, to validate the existing Bayou Marcus/Millview Basin Study model, and provide any information needed to evaluate proposed conceptual drainage improvements. Survey services will also be necessary for the design scope objectives.

The CONSULTANT shall perform a cursory review of the Bayou Marcus/Millview Basin Stormwater Master Plan and the Interconnected Channel & Pipe Routing (ICPR) model that appears to provide a comprehensive analysis of the basin. It is expected the ICPR

model can be used in its entirety as the basis for the proposed surface water analysis. However, it is expected model changes will be necessary.

Site/homeowner visits are anticipated to review pertinent site characteristics and to verify the data to be provided. The site visits may include communication with affected parties and an assessment of the current conditions of the area. Multiple meetings are anticipated with County staff to discuss the engineering services performed on the project. The CONSULTANT will prepare meeting minutes highlighting agenda items discussed, action items, as well as decisions reached at the meetings. It is anticipated that the CONSULTANT will need to conduct several community meetings as necessary to provide study updates and explain the study results.

4. ICPR Modeling:

It is anticipated the H&H model for the Bayou Marcus/Millview Basin Study in 2007 can be utilized by the CONSULTANT, specifically, the model of portions of Branch C and Branch E. The CONSULTANT shall review the drainage basin delineations and hydraulic model and provide an assessment of the methodology and applicability. Assuming the model is appropriate for the proposed analysis, the CONSULTANT will use the 2007 model as the basis for review and update the model as needed to accommodate the project objectives. It should be noted the current condition of the stormwater infrastructure is a combination of the 2007 existing conditions from the master plan, and other improvements listed in the previously described background data. The existing conditions model will need to be updated to reflect infrastructure improvements made since 2007 based upon the above background data and any other improvements identified by the County or discovered during data collection.

5. Engineering Basin Study Assessment Report:

Upon completion of data collection, review of basin study, modeling updates, and compiling all data, the CONSULTANT shall prepare a report outlining the findings, identifying the conceptual plans, and describing details of each project phase and approach towards implementing the drainage improvements to address the project objectives.

Activity 2 –Construction Plans for each Project Phase:

The consultants and/or its sub-consultants shall provide construction plans for several project phases as identified in the project objectives. At a minimum the following project phases are expected, which may be combined depending upon available funding and successful acquisitions:

1. Velma Drive Pond Expansion with positive outfall to Marcus Creek and inflow into the pond from surrounding drainage areas.
2. Positive outfall design for the (2) two regional ponds in the area of Saufley Field Road (Felton Pond 433) and Muldoon Road (Windham Pond 543), preferably by utilizing the Velma Drive Pond expansion, as an outfall connection within the positive outfall system.
3. Plan design addressing flooding problems at Saufley Field Road and Prospect Lane, which may likely be constructed in coordination with proposed sidewalks on Saufley Field Road.

4. Drainage connection plans which effectively provide positive outfall from the drainage system on Muldoon Road associated with conveyance to and from the Chestnut-Hogan Pit and the Midas-Muldoon Pond

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

1. <u>Task 1 – Surveying Services:</u>

Surveying services necessary for the design of the project shall be created based upon, but not limited to, the following:

A. Five certified copies of a Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
B. Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not to exceed 1000 feet.
C. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 15 feet to ensure complete DTM coverage of right-of-way.
D. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist. If property line data is acquired from the Escambia County Property Appraiser, a note shall be placed on the survey that these lines are approximate.
E. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
F. Prepare right-of-way (R/W) acquisition map, legal and sketches of acquisitions, and any easements that are needed to stake R/W and Easements that are being acquired.

2. <u>Task 2 - Plan Preparation and Permitting:</u>

A. Attend public meetings with residents to receive input from the residents regarding drainage and paving issues.
B. Meet with Engineering Department staff for input or maintenance and historical complaints.
C. Provide Geotechnical Reports on soil and groundwater data.
D. Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
E. Provide for all required regulatory permitting, including permit fee allowances.
F. Provide plans that are reproducible to 40 scale on 11"x17” and 20 scale on 24" X 36" sheets size plans.
G. Provide Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
H. Perform subsurface Utility Explorations (SUE) services.
I. Submit cost estimates (preliminary at 60%, final draft at 90%, and Final Bid Tab Sheet at 100%).

3. <u>Task 3 - Bidding Estimates:</u>

A. Prepare all bid documents through bidding process.
B. Attend pre-bid meeting with Engineering and Purchasing Departments.
C. Respond to all Request for Information and issue any necessary addendums.
D. Tabulate bids.

4. **Task 4 - Post Design Services (Limited Allowance):**

A. Verify all control points utilized for survey are still in place. If they have been disturbed, replace as appropriate.
B. Attend a Preconstruction Conference.
C. Provide geotechnical support as needed for situations that arise during construction.
D. Prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
E. Be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues and as needed to monitor construction and prepare as-built drawings. The County, or Construction Engineering Inspection (CEI) consultant, will inspect all construction improvements. All post services provided by the CONSULTANT shall be established as an allowance.

Conceptual Study and Plan Preparation Estimate: ≤ $320,000.00
Currently Available Budget for design and first phase of construction: $828 K
LOST IV Programmed to FY 2028: $3.2 M

Desired Timelines: Design, permitting, and construction should be completed within 730 days of the Notice to Proceed for the design.

Deliverables Summary:

A. One 11”x17” copy of the plans at each stage of plan development.
B. One copy of the cost estimates via the pricing agreement or bid tabulation at each stage of plan development
C. One copy of the drainage studies and calculations
D. One copy of the geotechnical investigation
E. One copy of the subsurface utility exploration investigation.
F. One copy of the signed and sealed survey
G. One copy of the required permits.
H. Four paper copies (11”x17”) of the approved construction plans.
I. One copy of the ICPR model.
J. One copy of the ACAD drawing files.
K. One copy of the Bid Package
L. Two copies of the as-built drawings – one hard copy and one AutoCAD copy.
M. A separate, digital (PDF-format) copy of all the above listed items.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	60	Transportation Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager

18	Cost Engineer/Estimator
24	Environmental Scientist
27	Foundation/Geotechnical Engineer
29	Geographic Information System Specialist
38	Land Surveyor
48	Project Manager
55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	T03	Traffic and Transportation Engineering
	S13	Stormwater Handling and Facilities
Secondary	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying
	C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
	E09	Environmental Impact Studies, Assessments or Statements
	E11	Environmental Planning
	G04	Geographic Information System Services: Development, Analysis, and Data Collection
	H07	Highways; Streets; Airfield Paving; Parking Lots
	L02	Land Surveying
	P06	Planning (Site, Installation, and Project)
	R11	Rivers; Canals; Waterways; Flood Control
	S05	Soils and Geologic Studies; Foundations
	S10	Surveying; Platting; Mapping; Flood-Plain Studies
	T04	Topographic Surveying and Mapping
	W02	Water Resources; Hydrology; Ground Water

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or

(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Experience preparing roadway and drainage design plans for Escambia County - familiarity with the Florida Green Book, Escambia County Technical Specifications, FDOT Design Standards, FDOT Standard Specifications for Road and Bridge Construction, Federal Highway Administration, AASHTO, and MUTCD requirements.	**20**
Experience with drainage design and drainage basin studies - familiarly and experience with drainage basin studies and how basin studies are performed in Escambia County.	**20**
Ability to handle environmental permitting - familiarity with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, Florida Department of Environmental Protection, and the Army Corps of Engineers.	**20**
Ability to effectively handle utility coordination and subsurface utility investigations - familiarity and understanding of utility companies impacted during project design and construction.	**20**
Recent and current workloads - reported workload availably.	**10**
Past record and performance, background experience & technical expertise of firm & individual team members.	**10**

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**July 10, 2019**
Letters of Interest due date	**11:59 p.m. CDT, July 31, 2019**
Short-Listing Meeting	**11:00 a.m., CDT, August 07, 2019**
Discussions, Ranking Meeting	**1:00 p.m., CDT, August 15, 2019**
Written Scope due to Committee for Review	**August 22, 2019**
Fee Proposal due to Committee for Review	**August 29, 2019**
1st Negotiations with First Ranked Firms	**1:00 p.m., CDT, September 05, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 10:30 a.m., CDT, September 10, 2019**
Board of County Commissioners approval	**October 03, 2019**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **September 05, 2019.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS
   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter of Interest
   - Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state

or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer:_____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Spelled exactly as it would appear on the instrument)

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ professional services is the Consultant selected to perform pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

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ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

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(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

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ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of__($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

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(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

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ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

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more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

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9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

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terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

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9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

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above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

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(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

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

By: _____
County Administrator

Date: _____
BCC Approved: _____

_____
Witness

_____
Witness

CONSULTANT:
_____, a _____

_____

Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
_____Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

Select Search PD 18-19-081 **Tagged** <all>

Subject: **Public Notice PD 18-19.081**
Date: **20190716 @ 09:06**

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Messages sent to 242 Individuals Representing 95 Firms

REGISTER OF SUBMITTERS

Solicitation # PD 18-19.081 Design Services for Muldoon, Velma, and Saufley Field Area Drainage

RLI Due Date & Time: July 31, 2019 @ 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
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John Davenport Engineering, Inc. (dba Davenport)	850-677-0193	pheffernan@davenportworld.com	Paul Heffernan
HDR Engineering, Inc.	850-429-8908	Allen.vinson@hdrinc.com	Allen Vinson
Baskerville-Donovan, Inc.	850-438-9661	Jwaite@baskervilledonovan.com	Jim Waite
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: August 1, 2019
Witnessed By:	Savannah Kruse, Purchasing Specialist		Date: August 1, 2019

Posted 8/1//2019 @ 11:00 a.m. CDT

SLK
(on behalf of Jeff Lovingood)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No. PD 18-19.081
Name Design Services for Muldoon, Velma and Saufley Field Area Drainage
Type **Shortlist**
Evaluations Due Wednesday August 7, 2019

	HDR Engineering, Inc.	Baskerville-Donovan, Inc.	Mott MacDonald Florida, LLC	John Davenport Engineering, Incorporated - dba DAVENPORT	Tetra Tech, Inc. - Pensacola, Florida
Nick Chavin	99	96	100	92	91
Chris Curb	96	83	97	80	82
Scott Saunders	81	74	86	84	78
Jeff Lovingood	•	•	•	•	•
Grand Total	**276**	**253**	**283**	**256**	**251**
Average Score	**92.0**	**84.3**	**94.3**	**85.3**	**83.7**
Rank	**2**	**4**	**1**	**3**	**5**

(75% Complete)

Final Results

1 Mott MacDonald Florida, LLC
2 HDR Engineering, Inc.
3 John Davenport Engineering, Incorporated - dba DAVENPORT
4 Baskerville-Donovan, Inc.
5 Tetra Tech, Inc. - Pensacola, Florida

Final Ranking Score Sheets

PD 18-19.081

Design Services for Muldoon, Velma, and Saufley Field Area Drainage

Solicitation: PD 18-19.081 Design Services for Muldoon, Velma, and Saufley Field Area Drainage Project			
Committee Evaluation	Mott MacDonald Florida, LLC	HDR Engineering, Inc.	Baskerville-Donovan, Inc.
Individual Committee Member Scores			
Nick Chauvin	100	92	80
Chris Curb	92	88	60
James Duncan	92	84	76
Scott Sanders	0	0	0
Total	284	264	216
Individual Committee Member Ranking Based on Scores			
Nick Chauvin	1	2	3
Chris Curb	1	2	3
James Duncan	1	2	3
Scott Sanders	1	1	1
Total	4	7	10
Final Ranking	1	2	3

Nick Chauvin

							Mott MacDonald Florida, LLC		HDR Engineering, Inc.		Baskerville-Donovan, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
What is the firm's familiarity and working knowledge of this project area, and how would the firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	20%	5	20	5	20	4	16
The scope calls for a Basin Study Engineering Assessment Report with a phased project approach; please explain your firm's understanding of the project objectives and the aproach your firm will utilize to achieve those objectives.	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	20%	5	20	5	20	4	16
Why is your team more suited to provide the best project deliverables in fulfilling the overall project objectives? Please explain.	Firm was unable to show that they are most suited to provide the best project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are somewhat suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are reasonably suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are best suited to provide the project deliverables in fulfilling the overall project objectives.	20%	5	20	4	16	4	16
What is the firm's current workload as compared to the firm's capacity? What kind of time-frame would the firm expect for this project?	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	20%	5	20	5	20	5	20
What does the firm foresee as a major or significant obstacle(s) or challenge in getting this project through design into construction?	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	20%	5	20	4	16	3	12
						Total		100		92		80

Chris Curb

Category	1	2	3	4	5	% of Overall Score	Mott MacDonald Florida, LLC		HDR Engineering, Inc.		Baskerville-Donovan, Inc.	
							Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
What is the firm's familiarity and working knowledge of this project area, and how would the firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	20%	5	20	4	16	3	12
The scope calls for a Basin Study Engineering Assessment Report with a phased project approach; please explain your firm's understanding of the project objectives and the aproach your firm will utilize to achieve those objectives.	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	20%	4	16	5	20	3	12
Why is your team more suited to provide the best project deliverables in fulfilling the overall project objectives? Please explain.	Firm was unable to show that they are most suited to provide the best project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are somewhat suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are reasonably suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are best suited to provide the project deliverables in fulfilling the overall project objectives.	20%	5	20	4	16	3	12
What is the firm's current workload as compared to the firm's capacity? What kind of time-frame would the firm expect for this project?	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	20%	4	16	5	20	3	12
What does the firm foresee as a major or significant obstacle(s) or challenge in getting this project through design into construction?	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	20%	5	20	4	16	3	12
						Total		92		88		60

James Duncan

Category	1	2	3	4	5	% of Overall Score	Mott MacDonald Florida, LLC		HDR Engineering, Inc.		Baskerville-Donovan, Inc.	
							Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
What is the firm's familiarity and working knowledge of this project area, and how would the firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	20%	5	20	4	16	4	16
The scope calls for a Basin Study Engineering Assessment Report with a phased project approach; please explain your firm's understanding of the project objectives and the aproach your firm will utilize to achieve those objectives.	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	20%	4	16	4	16	4	16
Why is your team more suited to provide the best project deliverables in fulfilling the overall project objectives? Please explain.	Firm was unable to show that they are most suited to provide the best project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are somewhat suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are reasonably suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are best suited to provide the project deliverables in fulfilling the overall project objectives.	20%	5	20	4	16	4	16
What is the firm's current workload as compared to the firm's capacity? What kind of time-frame would the firm expect for this project?	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	20%	4	16	4	16	3	12
What does the firm foresee as a major or significant obstacle(s) or challenge in getting this project through design into construction?	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	20%	5	20	5	20	4	16
						Total		92		84		76

Scott Sanders

							Mott MacDonald Florida, LLC		HDR Engineering, Inc.		Baskerville-Donovan, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
What is the firm's familiarity and working knowledge of this project area, and how would the firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	20%		0		0		0
The scope calls for a Basin Study Engineering Assessment Report with a phased project approach; please explain your firm's understanding of the project objectives and the aproach your firm will utilize to achieve those objectives.	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	20%		0		0		0
Why is your team more suited to provide the best project deliverables in fulfilling the overall project objectives? Please explain.	Firm was unable to show that they are most suited to provide the best project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are somewhat suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are reasonably suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are suited to provide the project deliverables in fulfilling the overall project objectives.	Firm has demonstrated that they are best suited to provide the project deliverables in fulfilling the overall project objectives.	20%		0		0		0
What is the firm's current workload as compared to the firm's capacity? What kind of time-frame would the firm expect for this project?	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	20%		0		0		0
What does the firm foresee as a major or significant obstacle(s) or challenge in getting this project through design into construction?	The anticipated challenges response represents an unacceptably low understanding of the work to be performed.	The anticipated challenges response represents a low understanding of the work to be performed.	The anticipated challenges response represents a fair understanding of the work to be performed.	The anticipated challenges response represents a good understanding of the work to be performed.	The anticipated challenges response represents an outstanding understanding of the work to be performed.	20%		0		0		0
						Total		0		0		0

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

MOTT MACDONALD FLORIDA, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of February, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit company authorized to transact business in the State of Florida, whose address is 220 W Garden Street Suite 700, Pensacola, FL 32501, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Nick Chauvin, Engineering Project Coordinator, Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 18-19.081, Design Services for Muldoon, Velma and Saufley Field Area Drainage Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 19-20 for Phase I Base Services in the amount of Three Hundred Eighty-Six Thousand, Two hundred Thirty-Five Dollars ($386,235.00) and Phase I Optional Services in the amount of Sixty-Nine Thousand, Nine Hundred Thirty Dollars ($69,930.00). The total estimated cost for Phase I is Four Hundred Fifty-Six Thousand, One Hundred Sixty-Five Dollars ($456,165.00).

Contingent upon an appropriation of additional Project funding, the County will budget funds for Phase II Base Services in the amount of Three Hundred Thirteen Thousand, Fifty-Five Dollars ($313,055.00), Phase II Optional Services in the amount of Eighty-Two Thousand, Three Hundred Thirty-Five Dollars ($82,335.00), Phase III Base Services in the amount of Thirty-Four Thousand, Six Hundred Sixty-Five Dollars ($34,665.00), and Phase III Optional Services in the amount of Twelve Thousand, Nine Hundred Eighty-Five Dollars ($12,985.00). The total estimated cost for Phases II and III is Four Hundred Forty-Three Thousand, Forty Dollars ($443,040.00).

The total estimated Project cost (Phases I-III) is Eight Hundred Ninety-Nine Thousand, Two Hundred Five Dollars ($899,205.00).

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.081, Design Services for Muldoon, Velma and Saufley Field Area Drainage Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.081, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $3,200,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, will be paid as follows:

A lump sum for Phase I Base Services in the amount of Three Hundred Eighty-Six Thousand, Two hundred Thirty-Five Dollars ($386,235.00) and Phase I Optional Services in the amount of Sixty-Nine Thousand, Nine Hundred Thirty Dollars ($69,930.00).

Contingent upon an appropriation of additional Project funding, a lump sum for Phase II Base Services in the amount of Three Hundred Thirteen Thousand, Fifty-Five Dollars ($313,055.00), Phase II Optional Services in the amount of Eighty-Two Thousand, Three Hundred Thirty-Five Dollars ($82,335.00), Phase III Base Services in the amount of Thirty-Four Thousand, Six Hundred Sixty-Five Dollars ($34,665.00), and Phase III Optional Services in the amount of Twelve Thousand, Nine Hundred Eighty-Five Dollars ($12,985.00).

The total estimated Project cost (Phases I-III) is Eight Hundred Ninety-Nine Thousand, Two Hundred Five Dollars ($899,205.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC
220 W Garden Street Suite 700
Pensacola, FL 32501

(d) Invoices to the County shall be sent to:

Central Office Complex
3363 West Park Place
Attn: Nick Chauvin
Pensacola, Florida 32505

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records

will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services

covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive

date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Purchasing Manager, 213 Palafox Place – 2nd Floor, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver

or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Mott MacDonald Florida, LLC, signing by and through its Senior Vice President, duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Mott MacDonald, LLC, a For-Profit Company authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
David Skipper, Senior Vice President

By: _____
Secretary

Date: _____

MOTT MACDONALD

Mr. Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
Pensacola, FL 32502

Your Reference
PD 18-19.081 Muldoon, Velma and Saufley Area Drainage

Our Reference

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

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www.mottmac.com/americas

Scope of Services - Muldoon, Velma, and Saufley Field Area Drainage

September 30, 2019

Dear Mr. Lovingood:

Mott MacDonald (Consultant) is pleased to provide this proposal for purposes of providing Professional engineering services for the Muldoon, Velma and Saufley Field Area Drainage project.

This Scope of Work is based on the Request for Letters of Interest issued by Escambia County as PD 18-19.081. Consultant acknowledges and accepts the Information Package of that document including the Project Location, Project Background/Description, Scope of Services and Project Timeline. Further to the information provided in PD 18-19.081, Consultant provides the following information on Scope of Services to be provided.

SCOPE OF SERVICES

PHASE 1 - BASIC SERVICES

TASK 1 – Basin Study Engineering Assessment Update

The Consultant shall complete a basin study engineering assessment report updating the specific project areas from the Bayou Marcus Basin Study previously completed by Mott MacDonald (formerly Hatch Mott MacDonald) circa 2007. The specific areas will include the drainage system associated with the Saufley Field and Prospect lane, Felton Drive Stormwater Pond, Windham Stormwater Pond, and Velma Drive Stormwater Pond. The basin study report update efforts shall include:

a. **Florida Department of Environmental Protection (FDEP) Pre-application Meeting:** The consultant shall schedule a pre-application meeting with FDEP to discuss the current design concept of expanding the existing Velma pond on property with compliance history of use as a C&D landfill and for petroleum product contamination/remediation due to leaky underground storage tanks.

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b. **Data Collection, Site Visits and Meetings:** The consultant shall collect and review available data on, but not necessarily limited to, the following:

i. Geotechnical data
ii. Existing hydrologic and hydraulic modelling data
iii. Geologic and hydro-geologic data and reports
iv. GIS data
v. Flood damage assessment data
vi. Recent flooding questionnaires on file
vii. Flood complaint data
viii. Correspondence
ix. Reports
x. Topographic and survey data.

All data Sources, information and reports shall be reviewed to evaluate technical merit and adequacy as it relates to supporting analysis of the project specific area drainage. Following evaluation of the collected data, data gaps shall be identified and discussed with County staff regarding any additional data collection and future monitoring needs necessary.

Three 20' deep borings each in the Felton and Windham ponds, two 20' deep borings in the existing Velma stormwater pond foot print, and six 40' deep borings in the area of the proposed Velma pond expansion shall be conducted for geotechnical analysis. A detailed geotechnical report will be provided detailing the stormwater parameters for each pond.

Consultant shall conduct site/homeowner visits to review pertinent site characteristics and verify any provided/collected data and assess the current conditions within the project specific area. Consultant shall coordinate and attend three (3) meetings with County staff to discuss the engineering services performed. Consultant will prepare meeting minutes highlighting agenda items discussed, action items and decisions reached. Additionally, the Consultant shall attend two public involvement meetings to provide study updates and explain the study results

c. **Existing Conditions Stormwater Model Update:** The Consultant shall evaluate the existing conditions in the specific project area to determine what improvements have been constructed since the 2007 Basin Study. The Consultant shall update the existing conditions model to reflect the improvements and geotechnical information within the specific project area only. The existing conditions ICPR model will be converted to the latest version of ICPR 4 and georeferenced over available aerial photography. ICPR4 Map layers for basins, soils type, land use, etc. shall be created where appropriately formatted GIS shapefiles are available. However, any such map layers shall be provided for user reference/viewing only and will not be setup for use by the ICPR4 model.

d. **Proposed Conditions Stormwater Model Update:** Any modifications made to the existing conditions model under item 'c' above shall likewise be incorporated into the proposed conditions ICPR model. The Consultant shall update the proposed conditions model for the specific project area only. The proposed conditions ICPR model will be converted to the latest version of ICPR 4 and georeferenced over available aerial photography. ICPR4 Map layers for basins, soils type, land use, etc. shall be created where appropriately formatted GIS shapefiles are available. However, any such map layers shall be provided for user reference/viewing only and will not be setup for use by the ICPR4 model.

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e. **Design Alternatives Development:** The Consultant shall simulate 25-year and 100-year design storm events within the existing conditions model. Predicted peak water surface elevations within the project specific area shall be reviewed to identify predicted flooding conditions, within the focused study area. Results of this effort shall be compared to known flooding conditions, identified through data collection, and site and homeowner visits to ensure reasonable correlation between model predictions and documented existing conditions.

   Consultant shall develop, model and evaluate design alternatives to address all identified flooding conditions, within the focused study area, as well as improvements to the Saufley Field Road and Prospect Lane drainage system, and providing positive outfalls for the Felton, Windham, and Velma Drive stormwater ponds. Additionally, the Velma Drive Pond will be expanded to incorporate the surrounding County lands. A positive outfall will be evaluated to convey the expanded Velma Drive Pond south to Bayou Marcus Creek.

   Mott MacDonald shall evaluate a maximum of two options for routing outfalls from the Felton and Windham Ponds to the Velma Drive Pond and two options for routing the Velma Drive Pond outfall into Bayou Marcus. The Consultant will conduct planning level coordination with Gulf Power and other utilities on the conceptual layouts. The Consultant shall provide a conceptual layout of the outfall options, estimated cost, construction phasing, and other documentation to the County.

   A meeting shall be held with the County to discuss the conceptual improvements to Saufley Field Road and Prospect lane and the stormwater pond outfall layouts. Based on this information the County shall determine the preferred outfall routes from the Felton and Windham Ponds to the Velma Drive Pond and from the Verma Drive Pond to Bayou Marcus.

f. **Basin Study Report Update:** The Consultant shall prepare an updated Basin Study Report for the specific project area. The report shall detail the stormwater improvements since the Basin Study and discuss stormwater problems. The updated study shall include information obtained during the assessment, the stormwater exhibits, existing and proposed model results, proposed construction phasing, and cost estimates. The report will include recommendations based upon the findings presented.

TASK 2 – Engineering and Construction Plans (Velma Pond outfall to Bayou Marcus)

The below defined scope of services is based upon the assumed improvements/routes discussed during the initial scope and fee negotiation meeting held on September 5, 2019. However, the final design, and consequently design efforts, for this task will depend upon various factors which will only be determined through the completion of the Task 1 scope of services. Therefore, scope and fee revisions for Task 2 may need to be revised prior to commencing these services.

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a. **Topographic Survey:** The Consultant shall perform a topographic survey of County road rights-of-way, easements or properties within the project limits to establish the horizontal and vertical location of all visible and apparent features. Consultant shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. It is assumed that Escambia County will provide electronic copies of the boundary and topographic survey of its parcel for the planned Velma Pond expansion and the existing Velma Pond for Consultant use.

   Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. Performance of title work is not included within the scope of services.

   Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. Benchmarks referenced to NAVD 1988 Datum shall be provided.

   Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files of said survey drawings shall be submitted in State Plane Coordinates.

b. **Geotechnical Exploration:** The consultant shall perform twelve (12) 15' deep borings at approximate 300' spacings along the proposed route of all stormwater outfall piping to collect information regarding subsurface conditions which may impact construction materials, efforts and or techniques and to provide pavement recommendations for reconstruction of impacted roadway segments. The proposed scope of services includes two borings placed within asphalt roadways and two boring placed within the wooded areas adjacent to Bayou Marcus. A detailed geotechnical report will be provided detailing the findings of this effort.

c. **Jurisdictional Wetland Delineation:** Delineation of wetland resources in accordance with the methodology outlined 33 CFR 320-330 (US Army Corps of Engineers), Section 404 of the Clean Water Act (33 U.S.C. 1344), and Section 10 of the Rivers and Harbors Act (33 U.S.C. 403). The wetland boundary will be established in the field by progressively locating points along the upland/wetland boundary at 20-30-ft. intervals or corresponding with directional changes in the boundary. Each point will be identified by an experienced wetland scientist. Pink flags will be placed at each location and clearly marked "Wetland Delineation". Each flagged point will contain an alpha numeric designator for later tracking of its location. Each point will be located using a Trimble Geo7X Global Navigation Satellite System (GLONASS) which is reported to be submeter accurate. GPS data will be collected using Trimble's TerraSync Professional Mapping Software with later data refinement and post processing using Trimble's Pathfinding Professional Software. Our findings will be presented in a written narrative with a map exhibit which will depict the property boundary and delineated wetland lines.

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d. **Cultural Resources Consultation:** A complete a review of the master site file maintained by the Florida Division of Historical Resources shall be performed. Consultant will submit a formal review request to Florida Division of Historical Resources to determine compliance with applicable rule & statute governing historical resources. The desired results will include a response from DHS with a determination whether or not the project area will require a systematic professional archaeological survey.

e. **Structural Engineering:** The Consultant shall design one (1) stormwater outfall energy dissipator structure at the outfall of the proposed stormwater outfall piping.

f. **Construction Plans:** The Consultant shall design and prepare construction plans for the expansion of the Velma Drive Pond and the outfall system from Velma Drive Pond to Bayou Marcus. The plans shall include a key sheet, general notes, project layout, plan sheet, cross sections, and miscellaneous sheets as required. The construction plans shall be submitted at 30%, 60%, 90%, and Final plans. A cost estimate shall be prepared for each design phase submittal. A review meeting with the County shall be held after each submittal to discuss the construction plans and cost estimate. The Consultant shall prepare specifications as part of the final plan submittal. All submittals to the County shall be provided in digital format and include one hardcopy.

g. **Utility Coordination:** The Consultant shall review existing utilities within the project limits and determine if there are any potential impacts with the modifications to the plans. The Consultant shall coordinate with the utility agencies on any proposed impacts, concerns, or potential construction conflicts. Consultant shall participate in two (2) plans-in-hand walk throughs following the 60% and 90% design submittals

h. **Permitting**: Consultant shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NWFWMD) and Nationwide permit through the United State Army Corps of Engineers (USACE) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NWFWMD and USACE. For the purposes of this proposal, it is assumed that the project will qualify for an individual permit from NWFWMD and a nationwide permit from USACE with a permitting allowance of $320. Should individual permits be required from either agency additional fees will be required. Further, it is assumed that all remediation efforts related to contamination or other compliance related issues associated with the historical use of the County owned property adjacent to the Velma Drive pond were successful. Efforts related to contamination and/or solid waste remediation/removal and disposal are not anticipated or included within the current scope of services. Any such effort will require additional fee.

PHASE I - OPTIONAL SERVICES

TASK 3 – Public Involvement

The Consultant shall participate in one public meeting and one internal meeting with County staff. The Consultant shall coordinate the public meeting, advertisement in a local newspaper, and mailout invitation letters. Consultant shall work with County staff to secure an appropriate facility for the meeting.

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The public meeting will be with stakeholders such as residents and local Community leaders. Consultant shall conduct the public meeting for the purpose of gathering comments regarding the concept plans. The public meeting shall include exhibits, handouts and comment forms.

The Consultant shall meet with County staff shortly after the public meeting to review the public input and to then decide on the final layout to move forward into design.

TASK 4 – Phase I Cultural Resource Archeological Survey

Should it be required by DHS, the survey will include a background search for previously recorded archeological sites, historic structures, and cultural resources studies in the project area. The survey will also include subsurface shovel tests excavated at standard sizes and intervals according to the requirements established by the Florida Division of Historical Resources (DHR). Soil removed from tests well be screened through one-quarter inch mesh wire. All excavations will be backfilled. Artifacts recovered will be identified and analyzed according to their place in Florida history and prehistory. Any archeological sites or historic standing structures discovered will be properly recorded and evaluated based on state guidelines.

Maps of excavations and site locations will be completed. A cultural resource document of findings will be prepared and sent to the client and DHR. Communications with the client and government agencies will be maintained to best assure project completion of the archeological survey in a timely manner.

TASK 5 – Bid Support and Limited Construction Observation

Consultant will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs. This task shall include shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NWFWMD. For the purposes of this proposal, construction observation services have been estimated at 1 site visit per month for a duration of 12 months, and one (1) substantial completion inspection. If actual construction observation service efforts exceed these assumptions additional fee will be required.

TASK 6 – As-built Certification and Project Closeout

Consultant will prepare Record Drawings serving as a compiled representation of the construction project. Consultant shall rely upon red-line mark-ups and elevations to be provided by the contractor after completion of construction. As-built Survey services are not included within the scope of service. Consultant shall submit as-built certification and requests to convert to operation phase to NWFMWD.

TASK 7 – Ground Penetrating Radar and Subsurface Utility Exploration

Consultant will utilize ground penetrating radar to locate, and determine depth of bury, for existing utilities within County rights-of-way along the project route. Subsurface utility exploration will be performed at each intersection within the project limits to the extent possible within a maximum of two days effort.

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TASK 8 – Easement Sketch and Descriptions

This task shall include preparation of easement sketch and descriptions as necessary for Escambia County to negotiate and secure easements upon privately held properties which may be necessary for the construction of proposed improvements. Easement sketch and descriptions, based upon the most recent deed of record, shall be completed on a per sketch and description basis. For the purposes of this proposal 5 sketch and descriptions have been assumed with a single round of modifications based upon County review comments. Sketch and descriptions shall be billed on a per occurrence basis at $1,140 each. The proposed scope of services does not include performance of any title search, title commitments, or completion of any boundary survey. Should additional sketch and descriptions be necessary, or if title search/commitments or boundary surveys are desired, additional fee shall be required.

FUTURE PHASES

The below defined scope of services is based upon the assumed improvements/routes discussed during the initial scope and fee negotiation meeting held on September 5. 2019. However, the final design, and consequently design efforts, for all phases beyond Phase 1 will depend upon various factors which will only be determined through the completion of the Phase 1 scope of services. Therefore, scope and fee revisions for all Phases after Phase 1 may need to be revised prior to commencing those services.

PHASE II – BASIC SERVICES

TASK 9 – Engineering and Construction Plans (Felton and Windham Pond Outfall System)

a. **Topographic Survey:** The Consultant shall perform a topographic survey of County road rights-of-way, easements or properties within the project limits to establish the horizontal and vertical location of all visible and apparent features. Consultant shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. It is assumed that Escambia County will provide electronic copies of the boundary and topographic survey of its parcel for the planned Velma Pond expansion for Consultant use.

   Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. Performance of title work is not included within the scope of services.

   Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. Benchmarks referenced to NAVD 1988 Datum shall be provided.

   Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files of said survey drawings shall be submitted in State Plane Coordinates.

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b. **Geotechnical Exploration:** The consultant shall perform twenty-six (26) 15' deep borings at approximate 300' spacings along the proposed route of all stormwater outfall piping to collect information regarding subsurface conditions which may impact construction materials, efforts and or techniques and to provide pavement recommendations for reconstruction of impacted roadway segments. A detailed geotechnical report will be provided detailing the findings of this effort. The proposed scope of services includes eight borings placed within asphalt roadways. A detailed geotechnical report will be provided detailing the findings of this effort

i. **Jurisdictional Wetland Delineation:** Delineation of wetland resources in accordance with the methodology outlined 33 CFR 320-330 (US Army Corps of Engineers), Section 404 of the Clean Water Act (33 U.S.C. 1344), and Section 10 of the Rivers and Harbors Act (33 U.S.C. 403). The wetland boundary will be established in the field by progressively locating points along the upland/wetland boundary at 20-30-ft. intervals or corresponding with directional changes in the boundary. Each point will be identified by an experienced wetland scientist. Pink flags will be placed at each location and clearly marked "Wetland Delineation". Each flagged point will contain an alpha numeric designator for later tracking of its location. Each point will be located using a Trimble Geo7X Global Navigation Satellite System (GLONASS) which is reported to be submeter accurate. GPS data will be collected using Trimble's TerraSync Professional Mapping Software with later data refinement and post processing using Trimble's Pathfinding Professional Software. Our findings will be presented in a written narrative with a map exhibit which will depict the property boundary and delineated wetland lines.

c. **Structural Engineering:** The Consultant shall design one (1) stormwater outfall energy dissipator structure at the outfall of the proposed stormwater outfall piping into the expanded Velma Pond.

d. **Construction Plans:** The Consultant shall design and prepare construction plans for the outfall system routed from the Felton and Windham ponds to the expanded Velma Drive Pond. The plans shall include a key sheet, general notes, project layout, plan sheet, cross sections, and miscellaneous sheets as required. The construction plans shall be submitted at 30%, 60%, 90%, and Final plans. A cost estimate shall be prepared for each design phase submittal. A review meeting with the County shall be held after each submittal to discuss the construction plans and cost estimate. The Consultant shall prepare specifications as part of the final plan submittal. All submittals to the County shall be provided in digital format and include one hardcopy.

e. **Utility Coordination:** The Consultant shall review existing utilities within the project limits and determine if there are any potential impacts with the modifications to the plans. The Consultant shall coordinate with the utility agencies on any proposed impacts, concerns, or potential construction conflicts. Consultant shall participate in two (2) plans-in-hand walk throughs following the 60% and 90% design submittals.

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f. **Permitting**: Consultant shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NWFWMD). This task shall include response to comments or requests for additional information received from NWFWMD. For the purposes of this proposal, it is assumed that the project will qualify for a general permit from NWFWMD with a permitting allowance of $250. Further, it is assumed this this project will not impact USACE jurisdictional wetlands and as such USACE permitting is not included within the scope of services. Should and individual permit or USACE permitting be required additional fees will be necessary.

PHASE II - OPTIONAL SERVICES

TASK 10 – Public Involvement

The Consultant shall participate in one public meeting and one internal meeting with County staff. The Consultant shall coordinate the public meeting, advertisement in a local newspaper, and mailout invitation letters. Consultant shall work with County staff to secure an appropriate facility for the meeting.

The public meeting will be with stakeholders such as residents and local Community leaders. Consultant shall conduct the public meeting for the purpose of gathering comments regarding the concept plans. The public meeting shall include exhibits, handouts and comment forms.

The Consultant shall meet with County staff shortly after the public meeting to review the public input and to then decide on the final layout to move forward into design.

TASK 11 – Bid Support and Limited Construction Observation

Consultant will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs. This task shall include shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NWFWMD. For the purposes of this proposal, construction observation services have been estimated at 1 site visit per month for a duration of 18 months, and one (1) substantial completion inspection. If actual construction observation service efforts exceed these assumptions additional fee will be required.

TASK 12 – As-built Certification and Project Closeout

Consultant will prepare Record Drawings serving as a compiled representation of the construction project. Consultant shall rely upon red-line mark-ups and elevations to be provided by the contractor after completion of construction. As-built Survey services are not included within the scope of service. Consultant shall submit as-built certification and requests to convert to operation phase to NWFMWD.

TASK 13 – Ground Penetrating Radar and Subsurface Utility Exploration

Consultant will utilize ground penetrating radar to locate, and determine depth of bury, for existing utilities within County rights-of-way along the project route. Subsurface utility exploration will be performed at each intersection within the project limits to the extent possible within a maximum of ten days effort.

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TASK 14 – Easement Sketch and Descriptions

This task shall include preparation of easement sketch and descriptions as necessary for Escambia County to negotiate and secure easements upon privately held properties which may be necessary for the construction of proposed improvements. Easement sketch and descriptions, based upon the most recent deed of record, shall be completed on a per sketch and description basis. For the purposes of this proposal 5 sketch and descriptions have been assumed with a single round of modifications based upon County review comments. Sketch and descriptions shall be billed on a per occurrence basis at $1,140 each. The proposed scope of services does not include performance of any title search, title commitments, or completion of any boundary survey. Should additional sketch and descriptions be necessary, or if title search/commitments or boundary surveys are desired, additional fee shall be required.

PHASE III – BASIC SERVICES

TASK 15 –Engineering and Construction Plans (Saufley Field Road/Prospect Lane)

a. **FDOT Coordination:** The consultant shall coordinate with FDOT for approval/construction of planned improvements within the FDOT right-of-way along Saufley Field Road.

b. **Topographic Survey:** The Consultant shall perform a topographic survey of County road rights-of-way, easements or properties within the project limits to establish the horizontal and vertical location of all visible and apparent features. Consultant shall also establish the horizontal location of County roadway rights-of-way where possible and practical based upon readily available data or data provided by Escambia County. It is assumed that Escambia County will provide electronic copies of the boundary and topographic survey of its parcel for the planned Velma Pond expansion for Consultant use.

   Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. Performance of title work is not included within the scope of services.

   Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. Benchmarks referenced to NAVD 1988 Datum shall be provided.

   Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files of said survey drawings shall be submitted in State Plane Coordinates.

c. **Geotechnical Exploration:** The consultant shall perform one (1) 15’ deep borings at the location of the proposed Saufley Field Road Crossing within the asphalt pavement to collect information regarding subsurface conditions which may impact construction materials, efforts and or techniques and to provide pavement recommendations for reconstruction of impacted roadway segments. A detailed geotechnical report will be provided detailing the findings of this effort.

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d. **Construction Plans:** The Consultant shall design and prepare construction plans for the proposed improvements to the flooding area at Saufley Field and Prospect Lane. The plans shall include a key sheet, general notes, project layout, plan sheet, cross sections, and miscellaneous sheets as required. The construction plans shall be submitted at 30%, 60%, 90%, and Final plans. A cost estimate shall be prepared for each design phase submittal.

   A review meeting with the County shall be held after each submittal to discuss the construction plans and cost estimate. The Consultant shall prepare specifications as part of the final plan submittal. All submittals to the County shall be provided in digital format and include one hardcopy.

e. **Utility Coordination:** The Consultant shall review existing utilities within the project limits and determine if there are any potential impacts with the modifications to the plans. The Consultant shall coordinate with the utility agencies on any proposed impacts, concerns, or potential construction conflicts. Consultant shall attend one plans in hand walk through following the 60% design submittal.

f. **Permitting**: Consultant shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NWFWMD). This task shall include response to comments or requests for additional information received from NWFWMD. For the purposes of this proposal, it is assumed that the project will qualify for a general permit from NWFWMD with a permitting allowance of $250. Further, it is assumed this this project will not impact USACE jurisdictional wetlands and as such USACE permitting is not included within the scope of services. Should an individual permit or USACE permitting be required additional fees will be necessary.

PHASE III - OPTIONAL SERVICES

TASK 16 – Bid Support and Limited Construction Observation

Consultant will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs. This task shall include shop drawing review and periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans and for certification of the constructed project to NWFWMD. For the purposes of this proposal, construction observation services have been estimated at 1 site visit, and one (1) substantial completion inspection. If actual construction observation service efforts exceed these assumptions additional fee will be required.

TASK 17 – As-built Certification and Project Closeout

Consultant will prepare Record Drawings serving as a compiled representation of the construction project. Consultant shall rely upon red-line mark-ups and elevations to be provided by the contractor after completion of construction. As-built Survey services are not included within the scope of service. Consultant shall submit as-built certification and requests to convert to operation phase to NWFMWD.

TASK 18 – Ground Penetrating Radar and Subsurface Utility Exploration

Consultant will utilize ground penetrating radar to locate, and determine depth of bury, for existing utilities within County rights-of-way along the project route. Subsurface utility exploration will be performed at one point of crossing within the project limits to the extent possible within a maximum of one day of effort.

MOTT MACDONALD

Best regards,
Mott MacDonald FLORIDA, LLC

Steven D. White, PE
Senior Project Engineer
T +1 (850) 484 6011

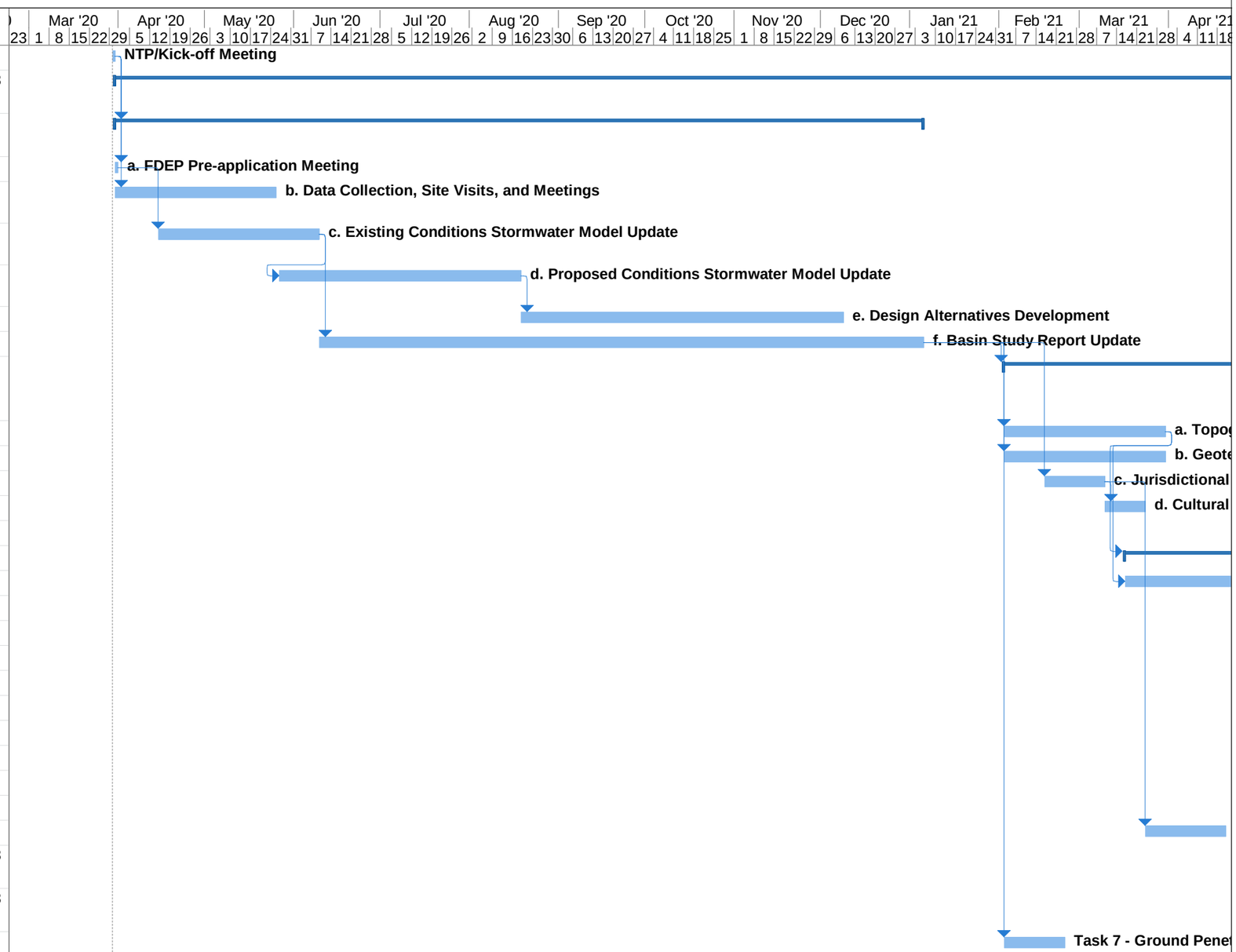
steven.white@mottmac.com

David D. Skipper, PE
Vice President

MOTT MACDONALD

Project Task Schedule as of Wed 2/26/20
Muldoon, Velma and Saufley Area Drainage
Client: Escambia County Contract Reference: PD 18-19.081
MM Project Number: 502100171

ID	Task Name	Duration	Start	Finish
1	**NTP/Kick-off Meeting**	**1 day**	**Mon 3/30/20**	**Mon 3/30/20**
2	**Phase I - Basin Study Update and Velma Pond Outfall**	**951 days**	**Tue 3/31/20**	**Tue 11/21/23**
3	**Task 1 - Basin Study Engineering Assessment Update**	**201 days**	**Tue 3/31/20**	**Tue 1/5/21**
4	a. FDEP Pre-application Meeting	1 day	Tue 3/31/20	Tue 3/31/20
5	b. Data Collection, Site Visits, and Meetings	40 days	Tue 3/31/20	Mon 5/25/20
6	c. Existing Conditions Stormwater Model Update	40 days	Wed 4/15/20	Tue 6/9/20
7	d. Proposed Conditions Stormwater Model Update	60 days	Wed 5/27/20	Tue 8/18/20
8	e. Design Alternatives Development	80 days	Wed 8/19/20	Tue 12/8/20
9	f. Basin Study Report Update	150 days	Wed 6/10/20	Tue 1/5/21
10	**Task 2 - Engineering and Construction Plans (Velma Pond Outfall to Bayou Marcus)**	**410 days**	**Wed 2/3/21**	**Tue 8/30/22**
11	a. Topographic Survey	40 days	Wed 2/3/21	Tue 3/30/21
12	b. Geotechnical Exploration	40 days	Wed 2/3/21	Tue 3/30/21
13	c. Jurisdictional Wetland Delineation	15 days	Wed 2/17/21	Tue 3/9/21
14	d. Cultural Resources Consultation	10 days	Wed 3/10/21	Tue 3/23/21
15	e. Structural Engineering	90 days	Wed 6/2/21	Tue 10/5/21
16	**f. Construction Plans**	**145 days**	**Wed 3/17/21**	**Tue 10/5/21**
17	30% Design and Plans	40 days	Wed 3/17/21	Tue 5/11/21
18	Escambia County 30% Review	15 days	Wed 5/12/21	Tue 6/1/21
19	60% Design and Plans	30 days	Wed 6/2/21	Tue 7/13/21
20	Escambia County 60% Review	15 days	Wed 7/14/21	Tue 8/3/21
21	90% Design and Plans	20 days	Wed 8/4/21	Tue 8/31/21
22	Escambia County 90% Review	15 days	Wed 9/1/21	Tue 9/21/21
23	100% Design and Plans	10 days	Wed 9/22/21	Tue 10/5/21
24	g. Utility Coordination	100 days	Wed 5/12/21	Tue 9/28/21
25	h. Permitting	260 days	Wed 9/1/21	Tue 8/30/22
26	**Task 3 - Public Involvement Meeting**	**95 days**	**Wed 5/12/21**	**Tue 9/21/21**
27	**Task 4 - Phase I Archaeological Survey**	**20 days**	**Wed 3/24/21**	**Tue 4/20/21**
28	**Task 5 - Bid Support and Limited Construction Observation**	**300 days**	**Wed 8/31/22**	**Tue 10/24/23**
29	**Task 6 - As-built Certification and Project Close-out**	**20 days**	**Wed 10/25/23**	**Tue 11/21/23**
30	**Task 7 - Ground Penetrating Radar and Subsurface Utility Exploration**	**15 days**	**Wed 2/3/21**	**Tue 2/23/21**
31	**Task 8 - Easement Sketch and Descriptions**	**60 days**	**Wed 7/14/21**	**Tue 10/5/21**
32	**Phase II - Felton/Windham Pond Outfalls to Velma Pond**	**650 days**	**Wed 11/22/23**	**Tue 5/19/26**
33	**Phase III - Prospect Lane**	**260 days**	**Wed 5/20/26**	**Tue 5/18/27**



MOTT MACDONALD

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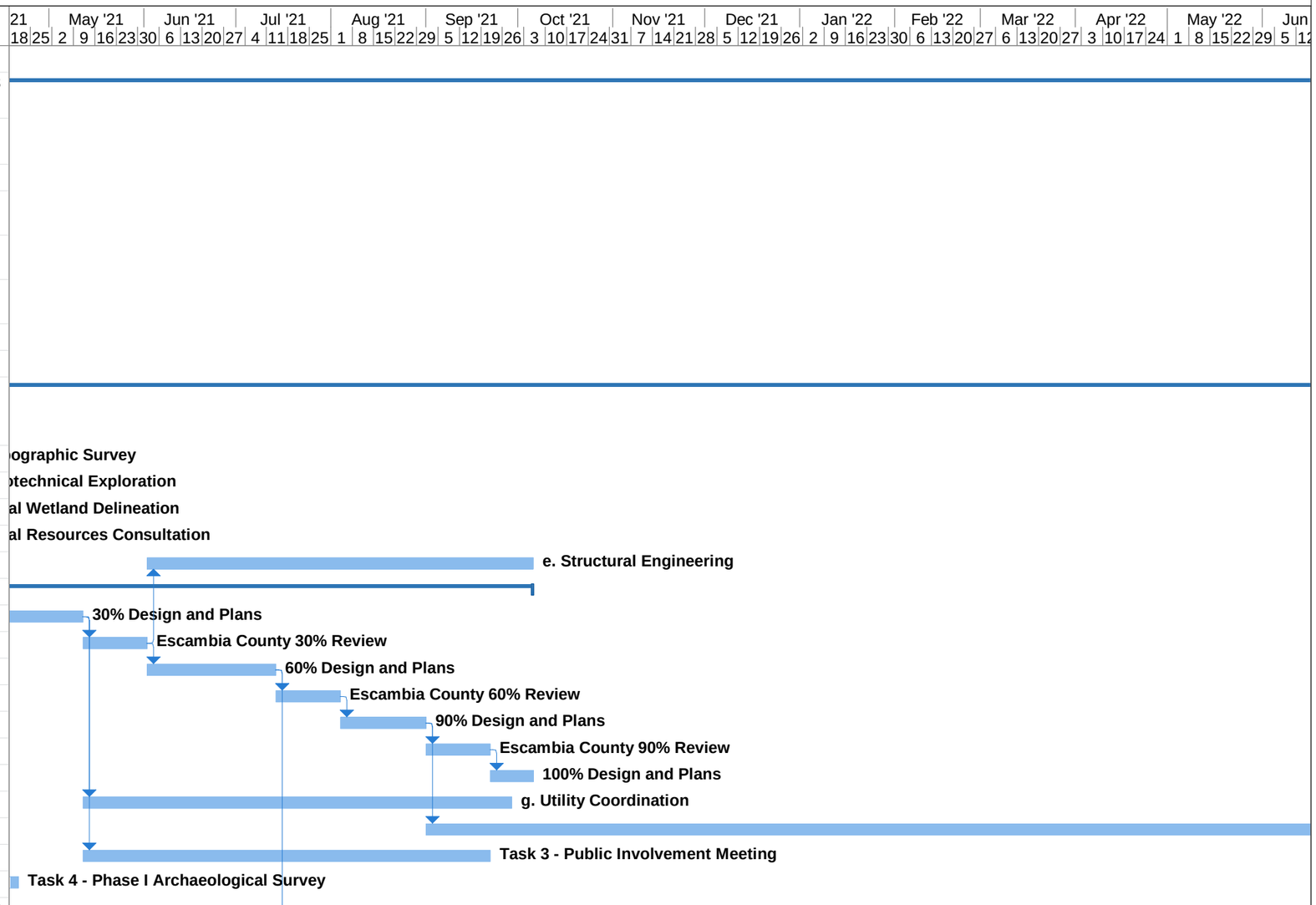

MOTT MACDONALD

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Muldoon, Velma and Saufley Area Drainage
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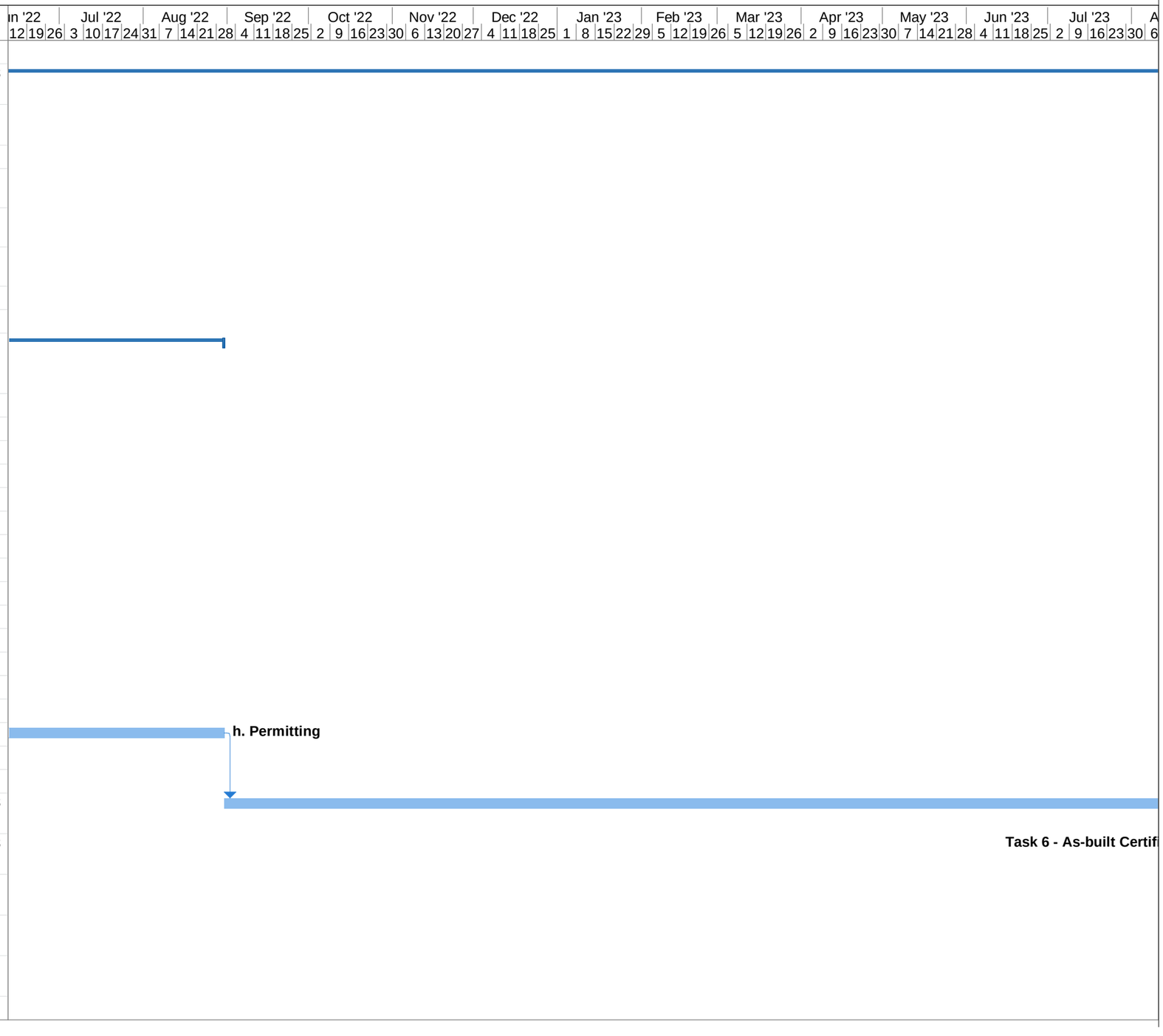

EXHIBIT "C"
Fee Schedule

Task No.	Task Description		Mott MacDonald - Labor Fee (Prime Consultant) Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Sub-Consultant Fees Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Fees
			$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 175.00	$ 100.00	$ 145.00					
PHASE I - BASIC SERVICES															
TASK 1 -Basin Study Engineering Assessment Update															
	FDEP Pre-Application Meeting		2	4											$ 910
	Data Collection, Site Visits and meetings		48	92				24	14	5		$ 19,710			$ 47,315
	Existing Conditions Stormwater Model Update		72	120	-	-	-	-	-	-	-	-	-	-	$ 29,400
	Update Basin Areas		24	40											
	Convert ICPR Model to Version 4		16	24											
	Update Model		24	40											
	Verify existing conditions		8	16											
	Proposed Conditions Stormwater Model Update		72	160	-	-	-	-	-	-	-	-	-	-	$ 35,000
	Update Basin Areas		24	40											
	Convert ICPR Model to Version 4		16	24											
	Update Model		24	80											
	Review proposed conditions		8	16											
	Evaluate Proposed Improvements		108	204	-	-	-	-	-	-	-	-	-	-	$ 47,460
	Simulate and Evaluate Existing Conditions 25-year and 100-year Design Storms for Existing Conditions		24	40											
	Develop, Model and Evaluate Design Alternatives		80	160											
	Prepare and Attend Meeting with Escambia County		4	4											
	Basin Study Report Update		40	80		80									$ 27,000
		Subtotal Hours =	342	660	-	80	-	24	14	5	-	19,710	-	-	**Task Subtotal Fee = $ 187,085**
TASK 2 -Engineering and Construction Plans (Velma Pond Outfall to Bayou Marcus)															
	Topographic Survey							130	72	24					$ 33,430
	Geotechnical Exploration		2	8								$ 8,980			$ 10,450
	Jurisdictional Wetland Delineation			2							$ 1,500				$ 1,780
	Cultural Resources Consultation			1							$ 750				$ 890
	Streuctural Engineer		24			60									$ 10,800
	Construction Plans		124	200	-	400									$ 93,700
		30%	40	80		160									
		60%	40	60		120									
		90%	32	40		80									
		100%	12	20		40									
	Specification		8	12											$ 3,080
	Uitlity Coordination		24	40		40									$ 14,200
	Attendance at four (4) 2hr meetings Escambia County Meetings		8	8											$ 2,520
	Plans in hand 60% design walk Through		4	4											$ 1,260
	Plans in hand 90% design walk Through		4	4											$ 1,260
	Permitting		32	65	-	66	-	-	-	-	$ 3,500				$ 25,460
	NWFWMD Pre-Application Meeting		8	8											
	NWFWMD Permit Application Preparation and Submittal		8	16		1									
	Address NWFWMD RAI		4	16		24									
	Resubmit to NWFWMD			1		1									
	Prepare USACE Dredge and Fill Exhibits and Respond to RAI's		12	24		40									
	NWFWMD Individual Permit Application Fee														$ 320
		Subtotal Hours =	230	344	-	566	-	130	72	24	5,750	8,980	-	-	**Task Subtotal Fee = $ 199,150**
															PH. I BASIC SERVICES TOTAL FEE = $ 386,235

EXHIBIT "C"
Fee Schedule

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Fees
		Mott MacDonald - Labor Fee (Prime Consultant)								**Sub-Consultant Fees**				
		$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 175.00	$ 100.00	$ 145.00					
PHASE I - OPTIONAL SERVICES														
TASK 3 - Public Involvement														
	Advertise, Handouts, Letters and Exhibits	24	40		40									$ 14,200
	Attendance and 2 Public Meetings (4 staff for 2 hr Meeting, 1 hr step up, 1 hr travel)	32	32											$ 10,080
	Address Public Comments and follow-up with County Staff	8	16											$ 3,640
	Subtotal Hours =	64	88	-	40	-	-	-	-	-	-	-	-	
														Task Subtotal Fee = $ 27,920
TASK 4 - Phase I Cultural Resources Archeological Survey														
	Phase 1 Cultural Resources Archeological Survey	1	3									$ 4,000		$ 4,595
														-
	Subtotal Hours =	1	3	-	-	-	-	-	-	-	-	4,000	-	
														Task Subtotal Fee = $ 4,595
TASK 5 - Bid Support and Limited Construction Observation														
	Attendance and Pre-Bid Meeting and Prepare Meeting Minutes	2	4											$ 910
	Address RAI's and Prepare Addenda	4	12		12									$ 3,700
	Attend Bid Opening and Prepare Bid Tabulation	2	4											$ 910
	Attend Pre-Con	2	2											$ 630
	Review Shop Drawings	8	16											$ 3,640
	Attend Monthly progress meetings (including travel time, assumed 12 month duration)	12	26											$ 5,740
	Attend Substantial Completion Meeting	6	6											$ 1,890
	Subtotal Hours =	36	70	-	12	-	-	-	-	-	-	-	-	
														Task Subtotal Fee = $ 17,420
TASK 6 - As-built Certification and Project Closeout														
	As-built Certificaiton and Project Closeout	8	24		40									$ 9,160
														$ -
	Subtotal Hours =	8	24	-	40	-	-	-	-	-	-	-	-	
														Task Subtotal Fee = $ 9,160
TASK 7 - Ground Penetrating Radar and Subsurface Utility Exploration														
	GPR and SUE	1	4										$ 4,400	$ 5,135
														$ -
	Subtotal Hours =	1	4	-	-	-	-	-	-	-	-	-	4,400	
														Task Subtotal Fee = $ 5,135
TASK 8 - Easement Sketch and Description														
	Easement Sketch and Description (Assumed total of 5 Sketch and Descriptions)						10	25	10					$ 5,700
														$ -
	Subtotal Hours =	-	-	-	-	-	10	25	10	-	-	-	-	
														Task Subtotal Fee = $ 5,700
														PH. I OPTIONAL SERVICES TOTAL FEE = $ 69,930

PH. I BASIC SERVICES TOTAL FEE =	**$ 386,235**
PH. I OPTIONAL SERVICES TOTAL FEE =	**$ 69,930**
PH . I TOTAL FEE=	**$ 456,165**

EXHIBIT "C"
Fee Schedule

Mott MacDonald - Labor Fee
Prime Consultant

Sub-Consultant Fees

Task No.	Task Description		Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Fees
			$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 175.00	$ 100.00	$ 145.00					
PHASE II - BASIC SERVICES															
TASK 9 -Engineering and Construction Plans (Felton and Windham Pond Outfall System)															
	Topographic Survey							242	176	71					$ 70,245
	Geotechnical Exploration		4	12								$ 16,200			$ 18,580
	Jurisdictional Wetland Delineation										$ 650				$ 650
	Structural Engineering		24			60									$ 10,800
	Construction Plans		200	380	-	760	-	-	-	-					$ 171,800
		30%	80	160		320									
		60%	60	120		240									
		90%	40	60		120									
		100%	20	40		80									
	Specification		8	12											$ 3,080
	Uitlity Coordination		40	80		80									$ 27,000
	Attendance at four (4) 2hr meetings Escambia County Meetings		8	8											$ 2,520
	Plans in hand 60% design walk Through		8	8											$ 2,520
	Plans in hand 90% design walk Through		8	8											$ 2,520
	Permitting		6	13	-	2	-	-	-	-	-	-	-	-	$ 3,090
	NWFWMD Permit Application Preparation and Submittal		2	4		1									
	Address NWFWMD RAI		4	8											
	Resubmit to NWFWMD			1		1									
	NWFWMD General Permit Application Fee														$ 250
		Subtotal Hours =	306	521	-	902	-	242	176	71	650	16,200	-	-	
															Task Subtotal Fee = $ 313,055
															PH. II BASIC SERVICES TOTAL FEE = $ 313,055
PHASE II - OPTIONAL SERVICES															
TASK 10 - Public Involvement															
	Advertise, Handouts, Letters and Exhibits		8	24		24									$ 7,400
	Attendance and 1Public Meetings (4 staff for 2 hr Meeting, 1 hr step up, 1 hr travel)		16	16											$ 5,040
	Address Public Comments and follow-up with County Staff		4	8											$ 1,820
		Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	
															Task Subtotal Fee = $ 14,260
TASK 11 - Bid Support and Limited Construction Observation															
	Attendance and Pre-Bid Meeting and Prepare Meeting Minutes		2	4											$ 910
	Address RAI's and Prepare Addenda		8	16		20									$ 5,840
	Attend Bid Opening and Prepare Bid Tabulation		2	4											$ 910
	Attend Pre-Con		2	2											$ 630
	Review Shop Drawings		12	24											$ 5,460
	Attend monthly progress meetings (including travel time, assumed 18 month duration)		27	54											$ 12,285
	Attend Substantial Completion Meeting		6	6											$ 1,890
		Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	
															Task Subtotal Fee = $ 27,925
TASK 12 - As-built Certification and Project Closeout															
	As-built Certificaiton and Project Closeout		8	24		40									$ 9,160
															$ -
		Subtotal Hours =	8	24	-	40	-	-	-	-	-	-	-	-	
															Task Subtotal Fee = $ 9,160
TASK 13 - Ground Penetrating Radar and Subsurface Utility Exploration															
	GPR and SUE		6	16									$ 22,000		$ 25,290
															$ -
		Subtotal Hours =	6	16	-	-	-	-	-	-	-	-	-	22,000	
															Task Subtotal Fee = $ 25,290
TASK 14 - Easement Sketch and Description															
	Easement Sketch and Description (Assumed total of 5 Easement Sketch and Descriptions)							10	25	10					$ 5,700
															$ -
		Subtotal Hours =	-	-	-	-	-	10	25	10	-	-	-	-	
															Task Subtotal Fee = $ 5,700
															PH. II OPTIONAL SERVICES TOTAL FEE = $ 82,335

PH. II BASIC SERVICES TOTAL FEE = $ 313,055
PH. II OPTIONAL SERVICES TOTAL FEE = $ 82,335
PH. II TOTAL FEE= $ 395,390

EXHIBIT "C"
Fee Schedule

Mott MacDonald - Labor Fee
Prime Consultant

Sub-Consultant Fees

Task No.	Task Description		Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Administrative Assistant I&II	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Terra X (sub)	ISS (Lump Sum)	Fees
			$ 175.00	$ 140.00	$ 96.00	$ 110.00	$ 55.00	$ 175.00	$ 100.00	$ 145.00					
PHASE III - BASIC SERVICES															
TASK 15 -Engineering and Construction Plans (Saufley field Road/Prosepct Lane)															
	FDOT Coordination		8	8											$ 2,520
	Topographic Survey							18	10	4					$ 4,730
	Geotechnical Exploration		1	2								$ 2,100			$ 2,555
	Construction Plans		16	28	-	48	-	-	-	-	-	-	-	-	$ 12,000
		60%	8	20		32									
		100%	8	8		16									
	Specification		8	12											$ 3,080
	Uitlity Coordination		4	8											$ 1,820
	Attendance at two (2) 2hr meetings Escambia County Meetings		4	4											$ 1,260
	Plans in hand 60% design walk Through		2	2											$ 630
	Permitting		12	25	-	2	-	-	-	-	-	-	-	-	$ 5,820
	NWFWMD Permit Application Preparation and Submittal		8	16		1									
	Address NWFWMD RAI		4	8											
	Resubmit to NWFWMD			1		1									
	NWFWMD General Permit Application Fee														$ 250
		Subtotal Hours =	55	89	-	50	-	18	10	4	-	2,100	-	-	
															Task Subtotal Fee = $ 34,665
															PH. III BASIC SERVICES TOTAL FEE = $ 34,665
PHASE III - OPTIONAL SERVICES															
TASK 16 - Bid Support and Limited Construction Observation															
	Attendance and Pre-Bid Meeting and Prepare Meeting Minutes		2	4											$ 910
	Address RAI's and Prepare Addenda		2	4		8									$ 1,790
	Attend Bid Opening and Prepare Bid Tabulation		2	4											$ 910
	Attend Pre-Con		2	2											$ 630
	Review Shop Drawings		4	8											$ 1,820
	Attend one (1) progress meetings		3	3											$ 945
	Attend Substantial Completion Meeting		2	2											$ 630
															$ -
		Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	
															Task Subtotal Fee = $ 7,635
TASK 17 - As-built Certification and Project Closeout															
	As-built Certificaiton and Project Closeout		1	6		8									$ 1,895
															$ -
		Subtotal Hours =	1	6	-	8	-	-	-	-	-	-	-	-	
															Task Subtotal Fee = $ 1,895
TASK 18 - Ground Penetrating Radar and Subsurface Utility Exploration															
	GPR and SUE		1	2									$ 3,000		$ 3,455
															$ -
		Subtotal Hours =	1	2	-	-	-	-	-	-	-	-	3,000		
															Task Subtotal Fee = $ 3,455
															PH. III OPTIONAL SERVICES TOTAL FEE = $ 12,985

PH. III BASIC SERVICES TOTAL FEE =	**$ 34,665**
PH. III OPTIONAL SERVICES TOTAL FEE =	**$ 12,985**
PH. III TOTAL FEE=	**$ 47,650**

OVERALL PROJECT SUMMARY

PHASE I	**PH. I BASIC SERVICES FEE =**	**$ 386,235**
	PH. I OPTIONAL SERVICES FEE =	**$ 69,930**
	PH. I TOTAL FEE =	**$ 456,165**
PHASE II	**PH. II BASIC SERVICES FEE =**	**$ 313,055**
	PH. II OPTIONAL SERVICES FEE =	**$ 82,335**
	PH. II TOTAL FEE =	**$ 395,390**
PHASE III	**PH. III BASIC SERVICES FEE =**	**$ 34,665**
	PH. III OPTIONAL SERVICES FEE =	**$ 12,985**
	PH. III TOTAL FEE =	**$ 47,650**
OVERALL PROJECT	**PROJECT TOTAL FEE =**	**$ 899,205**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17531 **County Administrator's Report 14. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Award of a Purchase Order for Transfer Trailers (5) for the Solid Waste Department
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award of a Purchase Order for Five Transfer Trailers for the Solid Waste Department - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for five Transfer Trailers, to Mac Trailer Manufacturing, Inc., in the amount of $382,815 ($76,563 per trailer), per the terms and conditions of PD 19-20.027, Transfer Trailers (5) for Solid Waste.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230307, Palafox Transfer Station; Object Code 56401, Machinery & Equipment	$382,815	PD 19-20.027

Specification PD 19-20.027, Transfer Trailers (5) for Solid Waste was posted to Vendor Registry on January 21, 2020 and issued to 32 registrants representing 27 firms. The solicitation was viewed by 18 firms and downloaded by 13 firms.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid Response from MAC Trailer Manufacturing, Inc.
- Recommendation to Award Determination Checklist

BACKGROUND:

Per the Solid Waste Department, these five walking floor trailers are needed due to increased tonnage received at the Palafox Transfer Station (PTS). These trailers are used to transport municipal solid waste from PTS to Perdido Landfill.

Specification PD 19-20.027, Transfer Trailers (5) for Solid Waste was posted to Vendor Registry on January 21, 2020, and issued to 32 registrants representing 27 firms. The solicitation was viewed by 18 firms and downloaded by 13 firms.

On February 5, 2020, five responses were received, however, one firm did not sign their bid form and one firm was not authorized to conduct business in the State of Florida. These two firms were deemed non-responsive. Of the three responsive firms, Mac Trailer Manufacturing, Inc., was deemed the lowest responsive bidder, with a price per trailer of $76,563, and a total price for five units of $382,815.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230307, Palafox Transfer Station; Object Code 56401, Machinery & Equipment	$382,815	PD 19-20.027

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Under Review
Bid Tab Recommendation to Award
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

TRANSFER TRAILERS (5) FOR SOLID WASTE

SPECIFICATION NUMBER PD 19-20.027

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, February 05, 2020
Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TRANSFER TRAILERS (5) FOR SOLID WASTE

SPECIFICATION PD 19-20.027

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.
* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies, digital or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

TRANSFER TRAILERS (5) FOR SOLID WASTE

PD 19-20.027

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Transfer Trailers (5) for Solid Waste

Solicitation Number PD 19-20.027

Solicitation

MAILING DATE: 01/21/2020
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will **NOT** be held.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, February 05, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment
Please see Special Terms and Conditions Section 8

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*****
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Year, Make, and Model of Trailer being Bid: _____

Bid for One (1) Unit $_____

Total Bid for Five (5) Units $_____

Was Contract Pricing used? Yes_____ No_____ If yes, Bidder shall list contract organization and contract number _____

Vendors shall not submit more than one bid. Vendors submitting multiple bids or separate bids from different manufacturers shall have all of their bids deemed non-responsive.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____
Secretary: _____
Vice President: _____
Treasurer: _____
Director: _____
Director: _____
Other: _____
Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.027, "Transfer Trailers (5) for Solid Waste", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Trailer Requirements

This solicitation is for the purchase of Transfer Trailers (5) for the Waste Services Department. The make and model used for purposes of a benchmark is a new/unused 2020 Mac Trailer (Model TNSP48MF). The bid of non-Mac equipment is encouraged. Please see Section 10 below for more details regarding the bid of non-Mac equipment.

The base equipment shall include:

A. Walking Floor

B. Tarping System:
1. Hydraulic Single-side flip system (Donovan Sidewinder II or equivalent)
2. Hinge mounted on passenger side
3. Rubberized mesh-type tarp

C. Tailgate:
1. Side-swing with hinges mounted on passenger side
2. CAM locking system with safety chain
3. Extreme-Duty hinges

D. Dimensions/Type:
1. Trailer Material: Aluminum
2. Length: Forty-eight foot (48')
3. Width: One hundred two inches (102")
4. Side Height: One hundred inches (100")
5. Side Wall Top Cap Thickness: five-eighths inches (5/8")

E. Walking Floor:
1. Keith or Hallco Walking Floor
2. Extreme duty slats with center rib

F. Cross Members: fourteen inches (14") spacing

G. Cross Tubes:
1. Center and Rear cross tubes
2. Bolt-in style

H. Lights
1. LED Lights
2. Mid-turn lights

I. Landing Gear: Two-speed Holland Mark V (or equivalent)

J. Axles:
1. TP axles or equivalent
2. Same inner and outer bearings
3. Outboard mount hubs

K. Suspension:
1. Cast hangers
2. Leaf springs

L. Tires & Wheels:
1. 22.5" x 8.25"
2. 11R22.5 radial tires

M. Miscellaneous:
1. Tow hooks on rear
2. Air deflector in front

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be January 30, 2020 at 5:00 p.m. CST.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink (no digital signatures or photocopies), and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

7. Delivery

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the trailer, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the trailer(s) shall not be accepted by the County and payment for the trailer(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit trailer make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3 above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

An owner/operator manual with complete parts listing shall be delivered with each trailer.

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Forward all title work to:

Road Department/Fleet Division
Attn: James Higdon
601 Highway 297-A
Cantonment, Florida 32533

F. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit

Court.

15. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.
The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by

documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place, 2nd Floor
   Pensacola, FL 32502

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 19-20.027 **Solicitation Name:** Transfer Trailers (5) for Solid Waste

Bid Opening Time: 2:00 PM CST **Bid Opening Date:** 2/5/2020 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Total for 5 Units
General Truck Equipment and Trailer Sales, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,990.00	$384,950.00
Gulf City Body & Trailer Works, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,509.00	$382,545.00
Mac Trailer Mfg	Y	N/A	Y	Y	Y	N/A	Y	$76,563.00	$382,815.00
Warren Equipment, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,600.00	$383,000.00
Spector Manufacturing, Inc.	N	N/A	Y	Y	Y	N/A	Y	N/A	N/A

Bids Opened By:	Jeff Lovingood, Purchasing Coordinator		**Date:**	2/5/2020	**Status:**				
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator		**Date:**	2/5/2020	UNDER REVIEW				
Bids Witnessed By:	James Higdon, Department Director		**Date:**	2/5/2020	**CAR Date:**		**BCC Date:**		

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

The bid from Spector Manufacturing, Inc. was deemed non-responsive for not being signed where indicated on the bid form. Pricing has been withheld accordingly.

ALL RESPONSIVE BIDS ARE NOW BEING REVIEWED FOR MEETING SPECIFICATIONS BY THE DEPARTMENT

Posted: **2/5/2020 at 4:00 PM CST** **Form Completed By:** **JDL**

JDL

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 19-20.027 **Solicitation Name:** Transfer Trailers (5) for Solid Waste

Bid Opening Time: 2:00 PM CST **Bid Opening Date:** 2/5/2020 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Total for 5 Units
General Truck Equipment and Trailer Sales, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,990.00	$384,950.00
Gulf City Body & Trailer Works, Inc.	Y	N/A	Y	Y	Y	N/A	Y	N/A	N/A
Mac Trailer Manufacturing, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,563.00	$382,815.00
Warren Equipment, Inc.	Y	N/A	Y	Y	Y	N/A	Y	$76,600.00	$383,000.00
Spector Manufacturing, Inc.	N	N/A	Y	Y	Y	N/A	Y	N/A	N/A

Bids Opened By:	Jeff Lovingood, Purchasing Coordinator	**Date:**	2/5/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator	**Date:**	2/5/2020	UNDER REVIEW			
Bids Witnessed By:	James Higdon, Department Director	**Date:**	2/5/2020	**CAR Date:**	2/18/2020	**BCC Date:**	3/5/2020

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Mac Trailer Manufacturing, Inc.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:
The bid from Spector Manufacturing, Inc. was deemed non-responsive for not being signed where indicated on the bid form. Pricing has been withheld accordingly.
At the time of the Bid Due Date, Gulf City Body & Trailer Works, Inc. did not hold a Certificate of Authority to do Business in the State of Florida and therefore cannot legally sell to the County. Their bid has been rejected as non-responsive.

Posted: **2/14/2020 at 11:00 AM CST** **Form Completed By:** **JDL**

Bid Analytics
Sent to 32 Registrants representing 27 Firms

PD 19-20.027
Transfer Trailers (5) for Solid Waste

DateAdded	CompanyName	EmailAddress	Subject	EventType
1/21/2020 15:39	Adams Equipment Co. Inc.	tconger@adamsequipmentco.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	At The Beach RV	atthebeachrv@aol.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	ATI NAPA	kborn@atinapa.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Dana Safety Supply	jsizemore@danasafetysupply.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Doepker	dleonard@doepker.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Econoline Trailers	banks.eti@gmail.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Federal Contracts Corp	chris@federalcontractscorp.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Fleetco	dcarson@fleetco-specialty.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	General Truck Equipment & Trailer Sales Inc.	Joel1general@aol.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Gulf City Body & Trailer Works Inc.	bwesley@gulfcity.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Howell's Truck and Giant Tire	bestcap@bellsouth.net	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	k-line	info@klinetrailers.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Mac Trailer	info@mactrailer.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	O'Reilly Auto Enterprises LLC DBA O'Reilly Auto Parts	probids@oreillyauto.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Skipper Truck & Equipment Sales	stequip@bellsouth.net	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Stephan L. Green Trailers	sgreen1667@aol.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	TPH Holdings LLC d.b.a. The Parts House	rkilpatrick@thepartshouse.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Travis	Joel1general@aol.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	Truckworx Mobile	adamb@truckworx.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver
1/21/2020 15:39	WARREN EQUIPMENT INC.	BArnold@WarrenTrailers.com	Escambia County - PD 19-20.027 Transfer Trailers (5) for Solid Waste	deliver

Bid Analytics

PD 19-20.027

Viewed by 18 firms Downloaded by 13 firms

Transfer Trailers (5) for Solid Waste

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
2/3/2020 13:02	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Downloaded	None
2/3/2020 13:01	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Viewed	None
1/22/2020 13:32	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Downloaded	None
1/22/2020 13:32	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Viewed	None
1/21/2020 16:51	Capital Volvo	Josh	Glisson	josh@capitalvolvo.com	Viewed	None
1/23/2020 5:19	Construction Journal	Nancy	Rogers	bids@thecj.com	Downloaded	None
1/23/2020 5:19	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
2/3/2020 13:53	Containers Inc	Dennis	Brown	dennis@containersinc.com	Downloaded	None
2/3/2020 13:53	Containers Inc	Dennis	Brown	dennis@containersinc.com	Viewed	None
2/6/2020 8:02	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
1/23/2020 18:42	Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	catcav12@outlook.com	Viewed	None
2/5/2020 16:08	Fleetco	Daryl	Carson	darylc@fleetcobuilds.com	Viewed	None
2/6/2020 7:01	General Truck Equipment & Trailer Sales Inc.	Joel	Overfield	joel1general@aol.com	Downloaded	None
2/6/2020 7:00	General Truck Equipment & Trailer Sales Inc.	Joel	Overfield	joel1general@aol.com	Viewed	None
2/5/2020 18:34	Gulf City Body & Trailer Works Inc.	Michael	Wesley	bwesley@gulfcity.com	Downloaded	None
2/5/2020 18:32	Gulf City Body & Trailer Works Inc.	Michael	Wesley	bwesley@gulfcity.com	Viewed	None
1/21/2020 23:17	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
1/22/2020 8:38	Iron Dog Inc.	Amy	Foxworth	irondoginc@hotmail.com	Downloaded	WOSB (Woman Owned Small Business)
1/22/2020 8:37	Iron Dog Inc.	Amy	Foxworth	irondoginc@hotmail.com	Viewed	WOSB (Woman Owned Small Business)
1/22/2020 2:23	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
1/27/2020 23:08	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
1/24/2020 17:49	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
1/31/2020 14:15	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
2/6/2020 7:25	SPECTOR MANUFACTURING INC	Charles	Spector	cspector@spectec.biz	Downloaded	None
2/6/2020 7:23	SPECTOR MANUFACTURING INC	Charles	Spector	cspector@spectec.biz	Viewed	None
1/27/2020 6:19	Technology International Inc.	Shaji	Habib	tii@tii-usa.com	Downloaded	Other
2/4/2020 8:38	Technology International Inc.	Shaji	Habib	tii@tii-usa.com	Viewed	Other
2/5/2020 16:12	Warren Equipment Inc.	Russell	Warren	rwarren@warrentrailers.com	Downloaded	None
2/5/2020 16:11	Warren Equipment Inc.	Russell	Warren	rwarren@warrentrailers.com	Viewed	None
1/21/2020 15:42	WINZER CORP.	Jeremy	Bowman	jeremybowman40@gmail.com	Viewed	WOSB (Woman Owned Small Business)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17581 **County Administrator's Report 14. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Landscape Maintenance
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Landscape Maintenance for the Community Redevelopment Agency - Clara Long, Division Manager, Community Redevelopment Agency and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement for Landscape Maintenance between Escambia County and The Four C's Landscaping Services, Inc., for a period of 12 months, renewable for up to two additional 12-month periods, for a total of 36 months, in the approximate annual amount of $61,985.53.

Vendor/Contractor	Amount	Contract Number
Fund 151, Community Redevelopment Fund; Cost Center 370113, CRA Brownsville; Object Code 56301 Improvements Other Than Buildings	$10,569.00	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370114, CRA Warrington; Object Code 56301 Improvements Other Than Buildings	$22,564.00	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370116, CRA Barrancas; Object Code 56301 Improvements Other Than Buildings	$15,470.28	PD 18-19.093
Fund 151, Community Redevelopment Fund; Cost Center 370117, CRA Englewood; Object Code 56301 Improvements Other Than Buildings	$8,756.00	PD 18-19.093
Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramps; Object code 54610, Repair & Maintenance	$4,626.25	PD 18-19.093

Total	$61,985.53	

Specification PD 18-19.093, Landscape Maintenance, was posted on Vendor Registry beginning on August 23, 2019, and was issued to 118 registrants representing 95 firms. The solicitation was viewed by 51 firms and downloaded by 39 firms. Bid responses were received from two firms. The Selection Committee deemed The Four C's Landscaping Services, Inc., to be the lowest, most responsive bidder.

NON-ADA-COMPLIANT DOCUMENTS PROVIDED UNDER SEPARATE COVER:

- Bid Response from The Four C's Landscaping Services, Inc.

BACKGROUND:

Specification PD 18-19.093, Landscape Maintenance, was posted on Vendor Registry beginning on August 23, 2019, and was issued to 118 registrants representing 95 firms. The solicitation was viewed by 51 firms and downloaded by 39 firms. Bid responses were received from two firms. The Selection Committee deemed The Four C's Landscaping Services, Inc., to be the lowest, most responsive bidder.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 151, Community Redevelopment Fund; Cost Center 370113, CRA Brownsville; Object Code 56301 Improvements Other Than Buildings	$10,569.00	PD 18-19.093
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Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramps; Object code 54610, Repair & Maintenance	$4,626.25	PD 18-19.093
Total	$61,985.53	

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Purchase Order. The Community Redevelopment Agency (CRA) will be the Contact Administrator for this Agreement.

Attachments

Solicitation with Addenda
Score Sheet: Final Ranking
Agreement
Bid Distribution List
Register of Submitters

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

Escambia County Landscape Maintenance

SOLICITATION NUMBER PD 18-19.093

Responses will be received until 3:00 PM, CDT, October 14, 2019

A non-mandatory pre-solicitation conference will be held at 1:00 PM, CDT, on September 24, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place, 2nd Floor
Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Escambia County Landscape Maintenance
Solicitation Number PD 18-19.093

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that, whenever possible, electronic copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Escambia County Landscape Maintenance
PD 18-19.093

REQUEST FOR PROPOSALS

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II – Information Required from Submitters	22
III – Criteria for Selection	24
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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____
(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.093, Escambia County Landscape Maintenance, Name of Submitting Firm, October 14, 2019 at 3:00 PM, CDT.
Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board

awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 30, 2019 at 5:00 PM CDT.

3. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, September 24, 2019 at 1:00 PM, CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. Codes and Regulations

The awarded vendor and all equipment to be utilized shall strictly comply with all federal, state and local safety codes.

6. Payment

Partial-month billing will not be accepted. Escambia County will pay 100% of the contract price after all service has been performed in a calendar month and accepted by the County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

7. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or

repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. Price Adjustment

The contract resulting from this Solicitation may include provisions for price adjustments after twelve(12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price

adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

10. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

12. Award

Award shall be made on an "all-or-none total" basis.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $_____ is required by the County for this agreement or contract.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I General Information

1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors

2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide landscaping services at specified locations throughout Escambia County.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Glenn Griffith, Environmental Program Manager. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum agreement after negotiation, payment for which will be made upon completion of all required services in a calendar month, and when invoiced by the Contractor for all services performed in a calendar month.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..September 11, 2019

B. Non-Mandatory Pre-Proposal Conference.....September 24, 2019 at 1:00 PM CDT

C. Final Date to Submit Questions……..5:00 PM, CDT, September 30, 2019

D. Receipt of Proposals.....3:00 PM CDT on October 14, 2019

E. Short-List Meeting.....October 22, 2019 at 10:00 AM CDT

F. Discussion/Ranking Meeting.....October 29, 2019 at 1:00 PM CDT

G. First Negotiation with Top-Ranked Firm…...……November 12, 2018 at 3:00 PM CST

H. 2nd Negotiation Meeting (If Necessary)...…….....November 14, 2019 at 10:00 AM CST

I. Target Board Date……..December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, if possible, electronic copies submitted be ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all services offered in their proposal. The selected Contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **CRITERIA FOR SELECTION**

CRITERIA	Maximum Possible Points
Experience with Public Right-of-Way, Roadway, and Common Ground Landscape Maintenance. The Firm's experience with standard, general landscape maintenance to include but not be limited to: 1. As-needed mowing, weeding, and vine removal (mechanical, chemical, and hand pulling). 2. As-needed hedge, shrub, and small tree trimming and shaping. 3. As-needed irrigation system maintenance and repair. 4. As-needed litter and debris removal. 5. As-needed horticulture spray services and chemical applications: fertilizers, weed control, and insect control. 6. As-needed pine straw cover application in beddings.	**80**
Recent and Current Workloads, Projects, and Jobs (Please provide references)**:** The Firm's recent and current workload shall be considered in the selection criteria such as how many projects the Firm has under contract as compared to the Firm's capacity, and how many of those projects are already with the County. The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with a majority of County projects. 1. How many projects are active? 2. Does the Firm indicate that they have the capacity to perform the work?	**10**
Ability to Effectively Communicate with County Staff and/or Residents as Needed: 1. The Firm should have the ability to effectively communicate and respond to County staff concerning any issues that may arise during the design or the construction phase. 2. The Firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns regarding the project.	**5**
Recognition, Understanding, capability, and resources to Perform the Services Specific to this Project: The Firm's response should demonstrate a clear understanding of the Scope of Work for this project.	**5**
TOTAL	**100**

PART IV SCOPE OF WORK

This project requires landscape maintenance for specified areas throughout Escambia County. The work will include:

4-1 BEDDING AREAS

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

A. Litter pickup for entire area;
B. Hand pulling weeds and chemical spraying of existing weeds in bedding areas and tree rings;
C. Treatment of weeds in cracks, crevices, curb joints, and stress fractures;
D. Tightening of tree stakes and removal – if warranted – of tree stakes after one (1) year of installation;
E. Debris removal;
F. Pruning of all shrubs, to be performed two (2) times each year – once in spring and once in fall;
G. General plant separation between species;
H. Weed and vine removal from hedges.

4-2 TREES

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

A. Keeping tree trunks clean of sprouts, suckers, etc.;
B. Keeping tree limbs pruned for clearance up to ten feet (10') for traffic visuals;
C. Removal of any damaged or dead limbs or branches as needed.

4-3 TURF AREAS

Eighteen (18) visits annually (once every month with no more than thirty-one [31] days between visits; Twice monthly visits during growing season of March-August with no more than 16 days between visits). Each visit shall include:

A. Mowing all turf areas more than three inches (3") in height, trimming, edging, etc.;
B. Litter pickup and removal;
C. Edging along all sidewalk and paved areas.

4-4 IRRIGATION

Six (6) annual visits (once every other month with no more than sixty [60] days between visits). Each visit shall include:

A. Check of complete irrigation system for proper operation;
B. Repair and replacement of any irrigation components as needed;
C. Setting and re-setting (as needed) of irrigation zones for proper seasonal adjustment for timed applications;
D. Should any damage occur between visits, response to call(s) for service and repair

of damaged equipment shall occur within the next business day.

4-5 HORTICULTURE SPRAY SERVICES

Four annual visits (once every three [3] months with no more than one hundred [100] days between visits). Each visit shall include:

A. Two (2) fertilizations of bedding areas and turf areas annually;
B. Two (2) pre-emergent herbicide applications in bedding areas;
C. Three (3) post-emergent herbicide applications in broadleaf grassy and sedge weed species;
D. Two (2) applications of Ant Bait throughout the area;
E. Two (2) insect treatments on shrubs and trees for plant sucking and chewing insects;
F. Two (2) fungicide treatments in shrubs only.

4-6 PINE STRAW MULCH (Occurring in December)

Installation of pine straw in bedding areas to be evenly spread at a thickness of or about two-and-a-half inches (2.5”). Pine straw will be tucked and rolled accordingly to present a neat appearance.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 25, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.093 Landscape Maintenance

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for a list of plants previously used that were not successfully grown/maintained in the past, as well as updated aerial photos of selected locations which are included in Vendor Registry.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.093 Landscape Maintenance

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the award for this solicitation.

As noted on Solicitation Page 12 of 26, Section 12 "Award", the solicitation states ~~"Award shall be made on an 'all-or-none total' basis."~~

This Addendum provides the following update: **"Escambia County reserves the right to award on an "all-or none total' basis to one Offeror, or to award on a 'Lot-by-Lot' basis, whichever is in the best interest of and/or most advantageous to the County."**

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Final Ranking Score Sheet

PD 18-19.093
Landscape Maintenance

	The Four C's Landscaping Services d/b/a Altman Landscaping	Gulf Coast Environmental Contractors, Inc.	
Glenn Griffith	92	96	
Clara Long	100	92	
Maxwell Rogers	84	80	
Raw Scores	276	268	
Rankings			
Glenn Griffith	2	1	
Clara Long	1	2	
Maxwell Rogers	1	2	
Ranking Total	4	5	
Final Ranking	**1**	**2**	

Final Ranking Score Sheet

PD 18-19.093
Landscape Maintenance

Glenn Griffith						The Four C's Landscaping Services d/b/a Altman Landscaping		Gulf Coast Environmental Contractors, Inc.	
CRITERIA	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
What is your firm's familiarity and working knowledge of the projects areas and how will your firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	5	20
The Scope of Work calls for standard grounds-care maintenance of existing individual landscaped areas. Describe how your firm will prioritize site visits, scheduling, and address unforeseen/unscheduled maintenance issues (e.g. grass clippings in a right-of-way, trash in a right-of-way, vines in hedge bushes, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
Please describe how your firm will respond to unforeseen/unscheduled requests for maintenance items which are not specifically spelled out in the Scope of Work.	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
Please describe your firm's methods for maintenance of items outside landscaped areas (e.g. weeding, mowing, trimming, cutting hedges, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	4	16
Why is your firm best suited to provide these maintenance services for the County and citizens?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
						Total	**92**		**96**

Final Ranking Score Sheet

PD 18-19.093
Landscape Maintenance

Clara Long						The Four C's Landscaping Services d/b/a Altman Landscaping		Gulf Coast Environmental Contractors, Inc.	
CRITERIA	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
What is your firm's familiarity and working knowledge of the projects areas and how will your firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
The Scope of Work calls for standard grounds-care maintenance of existing individual landscaped areas. Describe how your firm will prioritize site visits, scheduling, and address unforeseen/unscheduled maintenance issues (e.g. grass clippings in a right-of-way, trash in a right-of-way, vines in hedge bushes, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	4	16
Please describe how your firm will respond to unforeseen/unscheduled requests for maintenance items which are not specifically spelled out in the Scope of Work.	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
Please describe your firm's methods for maintenance of items outside landscaped areas (e.g. weeding, mowing, trimming, cutting hedges, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	4	16
Why is your firm best suited to provide these maintenance services for the County and citizens?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	5	20
						Total	**100**		**92**

Final Ranking Score Sheet

PD 18-19.093
Landscape Maintenance

Maxwell Rogers						The Four C's Landscaping Services d/b/a Altman Landscaping		Gulf Coast Environmental Contractors, Inc.	
CRITERIA	**1**	**2**	**3**	**4**	**5**	**SCORE**	**WEIGHTED SCORE**	**SCORE**	**WEIGHTED SCORE**
What is your firm's familiarity and working knowledge of the projects areas and how will your firm's experience benefit this project?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	5	20
The Scope of Work calls for standard grounds-care maintenance of existing individual landscaped areas. Describe how your firm will prioritize site visits, scheduling, and address unforeseen/unscheduled maintenance issues (e.g. grass clippings in a right-of-way, trash in a right-of-way, vines in hedge bushes, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	4	16
Please describe how your firm will respond to unforeseen/unscheduled requests for maintenance items which are not specifically spelled out in the Scope of Work.	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	3	12
Please describe your firm's methods for maintenance of items outside landscaped areas (e.g. weeding, mowing, trimming, cutting hedges, etc.).	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	4	16
Why is your firm best suited to provide these maintenance services for the County and citizens?	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	4	16
						Total	**84**		**80**

AGREEMENT RELATING TO LANDSCAPE MAINTENANCE (P.D. 18-19.093)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, FL 32502, and The Four C's Landscaping Services, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-3506166, whose principal address is 410 Dolphin Street, Gulf Breeze, FL 32561.

WITNESSETH:

WHEREAS, on September 11, 2019, the County issued a Request for Proposals (P.D. 18-19.093) seeking a contractor to provide landscape maintenance services at various locations throughout Escambia County; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Escambia County Landscape Maintenance, Specification No. P.D. 18-19.093,* attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor for services in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

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

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: The Four C's Landscaping Services, Inc.
Attention: Eric Cigalotti
410 Dolphin Street
Gulf Breeze, Florida 32561

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-18-2020

CONTRACTOR: THE FOUR C'S LANDSCAPING SERVICES, INC.

By: _____
Eric Cigalotti, President

Date: _____

_____
Corporate Secretary

[SEAL]

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

Escambia County Landscape Maintenance

SOLICITATION NUMBER PD 18-19.093

Responses will be received until 3:00 PM, CDT, October 14, 2019

A non-mandatory pre-solicitation conference will be held at 1:00 PM, CDT, on September 24, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place, 2nd Floor
Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Escambia County Landscape Maintenance
Solicitation Number PD 18-19.093

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that, whenever possible, electronic copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Escambia County Landscape Maintenance
PD 18-19.093

REQUEST FOR PROPOSALS

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____
(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.093, Escambia County Landscape Maintenance, Name of Submitting Firm, October 14, 2019 at 3:00 PM, CDT.
Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board

awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 30, 2019 at 5:00 PM CDT.

3. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, September 24, 2019 at 1:00 PM, CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. Codes and Regulations

The awarded vendor and all equipment to be utilized shall strictly comply with all federal, state and local safety codes.

6. Payment

Partial-month billing will not be accepted. Escambia County will pay 100% of the contract price after all service has been performed in a calendar month and accepted by the County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

7. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or

repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. Price Adjustment

The contract resulting from this Solicitation may include provisions for price adjustments after twelve(12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price

adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

10. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

12. Award

Award shall be made on an "all-or-none total" basis.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $_____ is required by the County for this agreement or contract.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I General Information

1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors

2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide landscaping services at specified locations throughout Escambia County.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Glenn Griffith, Environmental Program Manager. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum agreement after negotiation, payment for which will be made upon completion of all required services in a calendar month, and when invoiced by the Contractor for all services performed in a calendar month.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..September 11, 2019

B. Non-Mandatory Pre-Proposal Conference.....September 24, 2019 at 1:00 PM CDT

C. Final Date to Submit Questions……..5:00 PM, CDT, September 30, 2019

D. Receipt of Proposals.....3:00 PM CDT on October 14, 2019

E. Short-List Meeting.....October 22, 2019 at 10:00 AM CDT

F. Discussion/Ranking Meeting.....October 29, 2019 at 1:00 PM CDT

G. First Negotiation with Top-Ranked Firm…...……November 12, 2018 at 3:00 PM CST

H. 2nd Negotiation Meeting (If Necessary)...…….....November 14, 2019 at 10:00 AM CST

I. Target Board Date……..December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, if possible, electronic copies submitted be ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all services offered in their proposal. The selected Contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **CRITERIA FOR SELECTION**

CRITERIA	Maximum Possible Points
Experience with Public Right-of-Way, Roadway, and Common Ground Landscape Maintenance. The Firm's experience with standard, general landscape maintenance to include but not be limited to: 1. As-needed mowing, weeding, and vine removal (mechanical, chemical, and hand pulling). 2. As-needed hedge, shrub, and small tree trimming and shaping. 3. As-needed irrigation system maintenance and repair. 4. As-needed litter and debris removal. 5. As-needed horticulture spray services and chemical applications: fertilizers, weed control, and insect control. 6. As-needed pine straw cover application in beddings.	**80**
Recent and Current Workloads, Projects, and Jobs (Please provide references)**:** The Firm's recent and current workload shall be considered in the selection criteria such as how many projects the Firm has under contract as compared to the Firm's capacity, and how many of those projects are already with the County. The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with a majority of County projects. 1. How many projects are active? 2. Does the Firm indicate that they have the capacity to perform the work?	**10**
Ability to Effectively Communicate with County Staff and/or Residents as Needed: 1. The Firm should have the ability to effectively communicate and respond to County staff concerning any issues that may arise during the design or the construction phase. 2. The Firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns regarding the project.	**5**
Recognition, Understanding, capability, and resources to Perform the Services Specific to this Project: The Firm's response should demonstrate a clear understanding of the Scope of Work for this project.	**5**
TOTAL	**100**

PART IV SCOPE OF WORK

This project requires landscape maintenance for specified areas throughout Escambia County. The work will include:

4-1 BEDDING AREAS

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

A. Litter pickup for entire area;
B. Hand pulling weeds and chemical spraying of existing weeds in bedding areas and tree rings;
C. Treatment of weeds in cracks, crevices, curb joints, and stress fractures;
D. Tightening of tree stakes and removal – if warranted – of tree stakes after one (1) year of installation;
E. Debris removal;
F. Pruning of all shrubs, to be performed two (2) times each year – once in spring and once in fall;
G. General plant separation between species;
H. Weed and vine removal from hedges.

4-2 TREES

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

A. Keeping tree trunks clean of sprouts, suckers, etc.;
B. Keeping tree limbs pruned for clearance up to ten feet (10') for traffic visuals;
C. Removal of any damaged or dead limbs or branches as needed.

4-3 TURF AREAS

Eighteen (18) visits annually (once every month with no more than thirty-one [31] days between visits; Twice monthly visits during growing season of March-August with no more than 16 days between visits). Each visit shall include:

A. Mowing all turf areas more than three inches (3") in height, trimming, edging, etc.;
B. Litter pickup and removal;
C. Edging along all sidewalk and paved areas.

4-4 IRRIGATION

Six (6) annual visits (once every other month with no more than sixty [60] days between visits). Each visit shall include:

A. Check of complete irrigation system for proper operation;
B. Repair and replacement of any irrigation components as needed;
C. Setting and re-setting (as needed) of irrigation zones for proper seasonal adjustment for timed applications;
D. Should any damage occur between visits, response to call(s) for service and repair

of damaged equipment shall occur within the next business day.

4-5 HORTICULTURE SPRAY SERVICES

Four annual visits (once every three [3] months with no more than one hundred [100] days between visits). Each visit shall include:

A. Two (2) fertilizations of bedding areas and turf areas annually;
B. Two (2) pre-emergent herbicide applications in bedding areas;
C. Three (3) post-emergent herbicide applications in broadleaf grassy and sedge weed species;
D. Two (2) applications of Ant Bait throughout the area;
E. Two (2) insect treatments on shrubs and trees for plant sucking and chewing insects;
F. Two (2) fungicide treatments in shrubs only.

4-6 PINE STRAW MULCH (Occurring in December)

Installation of pine straw in bedding areas to be evenly spread at a thickness of or about two-and-a-half inches (2.5”). Pine straw will be tucked and rolled accordingly to present a neat appearance.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 25, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.093 Landscape Maintenance

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for a list of plants previously used that were not successfully grown/maintained in the past, as well as updated aerial photos of selected locations which are included in Vendor Registry.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.093 Landscape Maintenance

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the award for this solicitation.

As noted on Solicitation Page 12 of 26, Section 12 "Award", the solicitation states ~~"Award shall be made on an 'all-or-none total' basis."~~

This Addendum provides the following update: **"Escambia County reserves the right to award on an "all-or none total' basis to one Offeror, or to award on a 'Lot-by-Lot' basis, whichever is in the best interest of and/or most advantageous to the County."**

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Landscape Maintenance for Escambia County Parks

Solicitation Number PD 18-19.093

SOLICITATION

Mailing Date: August 12, 2019

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 11:00 AM CDT, August 21, 2019

Offers Will Be Received Until: 3:00 PM CDT, September 5, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 20-350-6166

Terms of Payment

Delivery Date will be ____ **days after receipt of Purchase Order**

See Special Terms & Conditions Item #

Vendor Name: The Four C's Landscaping Services INC DBA Altman Landscaping

Address: 410 Dolphin Street

Bid Bond Attached

City, State, Zip: Gulf Breeze, FL 32561 **$** ____

Phone: 580-665-4126 **Toll Free:** ____

Fax: ____ **Contact:** ____

Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Palm Trimming set price: $35.00 per palm (disposal included)

Triangle Park Cogongrass & plant install broken down on bid sheet

UPDATED BID	**$61,985.53**
BASE BID:	$43,802.88

Triangle Park	**$10,324.00**		
W Street and Mobile Highway	$1,650.00	Gateway Park	$1,620.00
3300-3322 Mobile Highway	$2,430.00	**Mahogany Mill Rd Boat Ramp Fac.**	**$4,626.25**
Anthony Street	$1,620.00	Mahogany Mill Road	$2,120.00
Barrancas Avenue Medians	**$7,600.20**	New Warrington Road	$8,100.00
Chief's Way	**$2,520.00**	**Old Barrancas**	**$4,100.20**
"E" Street	**$8,756.00**	Old Barrancas Obsv. Garden	$1,649.88
Frontera Circle	$2,034.00	Pace	$2,835.00

W. Street and Mobile Highway

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Line-of-Sight Pruning	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Spray Shrubs & Trees	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Edge Area	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Police Area: Litter & Debris Removal	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	$21.25	**$255.00**
Pine Straw						$120.00							**$120.00**
MONTHLY TOTAL	**$127.50**	**$127.50**	**$127.50**	**$127.50**	**$127.50**	**$247.50**	**$127.50**	**$127.50**	**$127.50**	**$127.50**	**$127.50**	**$127.50**	**$1,650.00**
												$1,650.00	

Hourly Rate: _____

Cost Upcharge % _____

This price includes Pine Straw installation in December

Triangle Park

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Police Area: Litter & Debris Removal	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	**$607.44**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	**$607.56**
Trim Trees, Shrubs & Flowers	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	$50.63	**$607.56**
Line-of-Sight Pruning	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	$50.62	**$607.44**
CONGRASS REMOVAL PHASE ONE (See Breakdown Below)						$4,064.00							
COGONGRASS REMOVAL PHASE TWO (See Breakdown Below)							$3,830.00						
COGONGRASS REMOVAL PHASE THREE (See Breakdown Below)	$3358.50 (2020)												
MONTHLY TOTAL	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$4,266.50**	**$4,032.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$10,324.00**
Hourly Rate:												**$10,324.00**	
Cost Upcharge %													

PHASE ONE	**COST**
LABOR- Removal of existing edging, removal and proper disposal of contaminated cogongrass rhizome soil, manual removal of rhizomes near Live Oak root system, grading new soil	$1,000.00
EQUIPMENT- Excavator and Bobcat needed to remove recommended 8" of contaminated soil and rhizomes in bed. Sanitation of equipment	$2,500.00
SPRAYING- Spraying of recommend 43% Glyphosate in existing bed to kill any unwanted rhizomes remaining	$150.00
DIRT- Filling in bed with 33 yards of dirt (1,800 SQ FT @ 6" depth)	$414.00
TOTAL	**$4,064.00**

PHASE TWO	**COST**
LABOR- Spreading of clean compost, laying of ground cover/ installation of sod staples, manual tilling in area around Live Oak root system	$700.00
EQUIPMENT- Tilling of dirt and compost in bed	$350.00
SPRAYING- Spraying of recommended 43% Glyphosate in existing bed (Before installation of compost and before installation of groundcover	$300.00
COMPOST- Filling in bed with 18 yards clean compost (1,800 SQ FT @ 2" depth)	1,620.00
GROUND COVER	$720.00
DELIVERY OF COMPOST	$140.00
TOTAL	**$3,830.00**

PHASE THREE	**COST**
INSTALLATION INCLUDED- (36) 3 GAL Drift Rose, (12) 3 GAL Dwarf Encore Azaleas, (10) 3 GAL Sunshine Ligustrum (6) 3 GAL Dwarf Purple Diamond Loropetalum @ $32.50 EACH	2,080.00
INSTALLATION INCLUDED- (45) 1 GAL Variegated Flax Lily, (24) Iris @ $7.50 EACH	$517.50
INSTALLATION INCLUDED- (4) 7 GAL sago palm(or similar structure) @ 75.00 EACH	$300.00
INSTALLATION INCLUDED- (1) 30 GAL Crepe Myrtle (or similar structured tree) @ 250.00	$250.00
INSTALLATION INCLUDED- (6) 3 GAL Agapanthus @ $18.50 EACH	$111.00
Delivery Charge	$100.00
TOTAL	**$3,358.50**

3300/3322 Mobile Hwy

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Police Area: Litter & Debris Removal	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	**$810.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	**$810.00**
Mow Turf Areas	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50	**$810.00**
MONTHLY TOTAL	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$2,430.00**

Hourly Rate: _____

Cost Upcharge %: _____

Anthony St.

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Mow Turf Areas	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00	**$1,620.00**
MONTHLY TOTAL	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$1,620.00**

Hourly Rate: _____

Cost Upcharge % _____

Barrancas Ave. Medians

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Line-of-Sight Pruning	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Spray Shrubs & Trees	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Edge Area	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Police Area: Litter & Debris Removal	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Trim Trees, Shrubs & Flowers	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Mow Turf Areas	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Clean up						$4,800.00							
Pine Straw													**$0.00**
MONTHLY RATE	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$202.50**	**$2,430.00**
UPDATED BID	**$233.35**	**$233.35**	**$233.35**	**$233.35**	**$233.35**	**$5,033.35**	**$233.35**	**$233.35**	**$233.35**	**$233.35**	**$233.35**	**$233.35**	**$7,600.20**

UPDATED COST PER SERVICE	**$25.92**

Reason for increase in service cost by $3.42 ($30.85 per month) -
Increase in weedeating around junipers, extra time to bring appearance up to par.

Cleanup	**Hours**	**Price Per**	**Total**
Labor (Includes removal of dead plants, pruning, initial clean up of property)	24	$200.00	$4,800.00
	Grand Total		**$4,800.00**

Chief's Way

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Line-of-Sight Pruning	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
Edge Area	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
Police Area: Litter & Debris Removal	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
Mow Turf Areas	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25	**$339.00**
MONTHLY RATE	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$2,034.00**
UPDATED BID	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$2,520.00**

UPDATED COST PER SERVICE	**$35.00**

Reason for increase in service cost by $6.75 ($40.50 per month) -
Area near county retention pond was not included in original bid.

"E" Street

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Line-of-Sight Pruning	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Edge Areas	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Police Area: Litter & Debris Removal	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Mow Turf Areas	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
INITIAL CLEANUP						$450.00							
Pine Straw						$2,000.00							**$2,000.00**
MONTHLY TOTAL	**$472.50**	**$472.50**	**$2,472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$472.50**	**$7,670.00**
UPDATED BID	**$525.50**	**$525.50**	**$525.50**	**$525.50**	**$525.50**	**$2,975.50**	**$525.50**	**$525.50**	**$525.50**	**$525.50**	**$525.50**	**$525.50**	**$8,756.00**

UPDATED PER SERVICE COST	**$87.58**

Reason for increase in service cost by $8.83 ($53.00 per month) -
Needing to have additional time for attention to detail.
Clean up: De-weeding, Spraying, Edging

Frontera Circle

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	**$406.80**
Line-of-Sight Pruning	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	**$406.80**
Edge Areas	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	**$406.80**
Police Area: Litter & Debris Removal	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	**$406.80**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	$33.90	**$406.80**
MONTHLY TOTAL	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$169.50**	**$2,034.00**
Hourly Rate:												**$2,034.00**	

Cost Upcharge %

Gateway Park

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Line-of-Sight Pruning	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Edge Areas	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Police Area: Litter & Debris Removal	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Ant Romoval	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
Mow Turf Areas	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	**$270.00**
MONTHLY TOTAL	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$1,620.00**
Hourly Rate:												**$1,620.00**	

Cost Upcharge %

Mahogany Mill Rd. Boat Ramp Facility

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Line-of-Sight Pruning	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Spray Shrubs & Trees	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Edge Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Police Area: Litter & Debris Removal	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Mow Turf Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Pine Straw						$850.00							**$850.00**
MONTHLY TOTAL	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$4,090.00**
UPDATED BID	**$318.75**	**$318.75**	**$318.75**	**$318.75**	**$318.75**	**$1,120.00**	**$318.75**	**$318.75**	**$318.75**	**$318.75**	**$318.75**	**$318.75**	**$4,626.25**

UPDATED COST PER SERVICE	**$39.84**

Reason for increase in service cost by $6.09 ($48.75 per month) -
Needing to have additional time for attention to detail.

Mahogany Mill Road

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	**$202.56**
Line-of-Sight Pruning	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	**$202.56**
Spray Shrubs & Trees	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	**$202.56**
Edge Areas	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	$16.88	**$202.56**
Police Area: Litter & Debris Removal	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	**$202.44**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	**$202.44**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	**$202.44**
Mow Turf Areas	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	$16.87	**$202.44**
Pine Straw						$500.00							**$500.00**
MONTHLY TOTAL	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$635.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$135.00**	**$2,120.00**
												$2,120.00	

Hourly Rate: _____

Cost Upcharge % _____

This price includes 6 irrigation checks, And monies for repairs necessary to bring system up to 100%
Pine Straw installation in December

New Warrington Rd.

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
Line-of-Sight Pruning	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
Edge Areas	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
Police Area: Litter & Debris Removal	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
Mow Turf Areas	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50	**$1,350.00**
MONTHLY TOTAL	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$675.00**	**$8,100.00**

Hourly Rate: _____

Cost Upcharge % _____

Olde Barrancas

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Line-of-Sight Pruning	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Spray Shrubs & Trees	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Edge Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Police Area: Litter & Debris Removal	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Mow Turf Areas	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	$33.75	**$405.00**
Pine Straw						$280.00							**$280.00**
Original BID	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$270.00**	**$3,520.00**
Updated BID	**$318.35**	**$318.35**	**$318.35**	**$318.35**	**$318.35**	**$598.35**	**$318.35**	**$318.35**	**$318.35**	**$318.35**	**$318.35**	**$318.35**	**$4,100.20**

UPDATED COST PER SERVICE	**$39.79**

Reason for increase in service cost by $6.04 ($48.35 per month) -
North sidewalk was not included in original bid.

Olde Barrancas Observation Garden

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Major Pruning	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Line-of-Sight Pruning	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Edge Areas	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Police Area: Litter & Debris Removal	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Mow Turf Areas	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Check, Fix, & Service Irrigation System & Sprinklers. (Change Batteries Monthly)	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	$16.07	**$192.84**
Pine Straw						$300.00							**$300.00**
MONTHLY TOTAL	**$112.50**	**$112.50**	**$112.50**	**$112.50**	**$112.50**	**$412.50**	**$112.50**	**$112.50**	**$112.50**	**$112.50**	**$112.50**	**$112.50**	**$1,649.88**

Hourly Labor Rate: $ _____

Markup% _____

1313 Pace

						Service Performed to be Twice Each Month During Growing Season							
Service	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**August**	**Sept**	**Total**
Police Area: Litter & Debris Removal	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Weed Control by spraying, trimming or hand-pulling: Shrubs, Flower Beds, Hard Surface & Turf Areas	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
Mow Turf Areas	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	$78.75	**$945.00**
MONTHLY TOTAL	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$236.25**	**$2,835.00**

Hourly Rate: _____

Cost Upcharge % _____

Bid Distribution List

PD 18-19.093 Landscape Maintenance

118 People Representing 95 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/11/2019 8:52	A Cut Above Landscaping and Property Maintenance LLC	1goodcut@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	addedpowerpressurewashingservice	addedpowerpressure@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Altman Landscaping	altmanlawn@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Aquatic Control Group inc	aquaticplantmgt@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	ARAMARK UNIFORM SERVICE	metzger-tim@aramark.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	ASL Lawn and Care Services LLC	aslawnandcaresvc@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Bay Pest Control of Florida	banderson@baypestcontrol.net	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Big Lake Lawn Service LLC	biglakelawn@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Big Orange Enterprises LLC	escapelawn@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Biles Construction Inc	mrsgulfrogue@aol.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Blue Line Tractor Works LLC	rickard20@cox.net	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Blue Sky Landscaping	blueskylawncare@hotmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Boss Lady Cleaning Service LLC	flohortilano@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Bryan's Lawn Maintenance Inc	bryanjr@bryanslawnmaintenance.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Circle P Services	circlepservices2018@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Coastal Landscaping & Maintenance Inc.	coastallandscapinginc@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Coastal Lawn Care	coastal.lawns3@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Collins land services	collinslandservice@cox.net	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Common Area Solutions	ron@commonareasolutions.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Cutting It Close LLC	cuttingitclose17@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Cypress Golf Course Services	corpadmin@cgcs.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Darriya Stromas Lawn Care Services	darriya.stromas@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	DAYTONA TREE SERVICE INC	daytonatreeserviceinc@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	deGraaf Services LLC	dsllc19@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	ee Property Maintenance LLC	ee@eepropmain.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Elite Site Construction Company LLC.	sean.elitesite@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	First Choice Maintenance Services	firstchoicepensacolafl@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Florida Irrigation Supply	insidesales@fisoutdoor.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Florida Pest Control & Chemical Co.	c.powell@flapest.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Garvey Irrigation Inc.	jgarvey@panhandle.rr.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	GQS Enterprise LLC	cdlomax70@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Green Procedures Inc.	greenprocedures@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Green View Turf Maintenance Inc.	gvturf@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered

Bid Distribution List

PD 18-19.093 Landscape Maintenance

118 People Representing 95 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/11/2019 8:51	Grow Inc	brenna@growtreeservice.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:54	Gulf Coast Environmental Contractors Inc.	scott@gcecinc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Gulf Star Contracting	gulfstar@cox.net	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Harvest landscaping	harvestlandscaping@icloud.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	HedgeMow / Verato Group	business@hedgemow.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	INITIAL LAWN SERVICE LLC	initiallawnservice@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Innova LLC	admin@byinnova.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	John Ellis Lawn Maintenance and Landscaping	johnellislawns@icloud.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	JW Palm Tree Services LLC.	jwpalmservices@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Ken Johansen Landscape Architect LLC	ken@kenjohansen.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Legendary Lawns LLC	seth@thelegendarylawns.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	MTD Products	matt.miller@mtdproducts.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	New World Cleaning LLC	latashaj6@icloud.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Northwest Florida Cleaning Solutions	Darrylmathis513@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Pensacola lawn	clyde.mrkutz.wilhite@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Pensacola Lawn LLC	kmckiever65@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Perdue Lawn care and Landscaping	steve@perduelawn.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Phillips Lawn and tree service LLC	Phillipslawnandtreeservice@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Queen B Lawn Care Service LLC	Queenblawnservice@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Researcher's Associates Inc.	rainc01@aol.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Ridge Valley Environmental Solutions Inc.	ridgevalleyenvironmental@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	RJ Landscape Contractors Inc.	office@rjlandscapecontractors.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Rollas Outdoor Maintenance LLC.	rollasoutdoormaintenance@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Rowe Enterprises Inc.	justis@rowepp.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	SAFELAWN INC	mysafelawn@aol.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Seaside grounds maintenance inc	seasidegroundsmaintenance@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	SEVILLE POWER EQUIPMENT	jakelane@sevillepower.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Simply Lawn Care & Landscaping LLC	simplylawncare17@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Singleton Lawn Care LLc	dakota.singleton1996@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Snappy's Lawn Care	levi.jernigan@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Sonny's Lawn Care & Tree Service	sonnywhidden@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered

Bid Distribution List

PD 18-19.093 Landscape Maintenance

118 People Representing 95 Firms

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/11/2019 8:51	SourceAmerica	mhess@sourceamerica.org	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Southern Girl Botanicals LLC	southerngirlbotanicals@yahoo.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Suns and Pops	phillipllollie2488@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	The Wallace Company	victor@thewallacecompany.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Trees R Us Inc	john@treesrusinc.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	U-1st. Lawn Care	ggolf13131@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Vincent and Sons Landscaping Inc	david@vandslandscaping.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:52	Williamsbrothershauling inc	williamsbruthers1@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered
9/11/2019 8:51	YNIGO LANDSCAPING & LAWN SERVICES	ynigolandscaping@gmail.com	Escambia County - PD 18-19.093 Landscape Maintenance	delivered

REGISTER OF PROPOSERS

Solicitation # PD 18-19.093 Landscape Maintenance

RFP Due Date & Time: October 18 2019 @ 4:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Gulf Coast Environmental Contractors, Inc	850-433-6770	tracy@gcecinc.com	Tracy Hayes
The Four "C"'s Landscaping Services dba Altman Landscaping	850-485-1336	altmanlawn@gmail.com	Eric Cigalotti
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: October 14, 2019
Witnessed By:	Sherri Bonner, Office Support Associate		Date: October 14, 2019

Posted 10/14/2019 @ 4:00p.m.,CDT JDL/sdb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17580 **County Administrator's Report 14. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Inmate Commissary and Banking Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Inmate Commissary and Banking Services - William R. Powell, Director of Corrections, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for a negotiated commission rate of 51% to the County on all adjusted gross revenue, with an effective date of April 1, 2020;

For the purpose of this Agreement, Adjusted Gross Revenue is defined as the total amount of merchandise sold/issued to inmates on behalf of the County:

- Minus Applicable Sales Tax
- Minus the Cost of All “Indigent Items” Issued
- Minus Non-Profit Items (stamps, stamped envelopes, etc.) Issued

B. Authorize the County Administrator to sign the Agreement for Secure Release Prepaid Debit Card Release between Escambia County and Keefe Commissary Network, LLC, authorizing the County to issue available inmate trust fund balances to the inmate at time of release; and

C. Authorize the County Administrator to sign the Payment Services Agreement between Escambia County and Keefe Commissary Network, LLC, authorizing the firm to handle certain cash and payment processing services on behalf of the

County as it relates to the Inmate Commissary and Banking services.

Vendor/Contractor	Amount	Contract Number
Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301	Revenue Account	PD 18-19.102
Fund 175, Transportation Trust Fund; Revenue Account 342302	Revenue Account	PD 18-19.102

Solicitation PD 18-19.102, Inmate Commissary and Banking Services, was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Proposal from Keefe Commissary Network, LLC

BACKGROUND:

Solicitation PD 18-19.102, Inmate Commissary and Banking Services was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

The Selection Committee Ranked the short-listed firms, in the following order:
1. Keefe Commissary Network, LLC;
2. Aramark Correctional Services, LLC; and
3. Oasis Management Systems, Inc.

On December 4, 2019, the Selection Committee negotiated a best and final offer from Keefe Commissary Network, LLC, providing for a negotiated commission rate of 51% to the County on all adjusted gross revenue.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301	Revenue Account	PD 18-19.102
Fund 175, Transportation Trust Fund; Revenue Account 342302	Revenue Account	PD 18-19.102

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

Agreement for Secure Release and Payment Services Agreement prepared by Keefe Commissary Network, LLC, and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement. The Corrections Department will be the Contract Administrator for the Agreement.

Attachments

Solicitation with Addenda
Final Ranking Score Sheets (Includes Short-List Scores)
Bid Distribution List
Bid Analytics
Agreement with Exhibits
Agreement for Secure Release
Payment Services Agreement
Commissary Menu
Commissary Order Form

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

INMATE COMMISSARY AND BANKING SERVICES FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

SOLICITATION NUMBER PD 18-19.102

Responses will be received until **2:00 PM, CDT, September 23, 2019**

A non-mandatory pre-solicitation conference will be held at
1:00 PM, CDT, on September 10, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Inmate Commissary and Banking Services for the Escambia County Corrections Department
Solicitation Number PD 18-19.102

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that the Vendor, if able to, provide electronic copies in an ADA-compliant format. Non-scanned copies are also preferred.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy (CD or flash drive).
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Inmate Commissary and Banking Services for the Escambia County Corrections Department
PD 18-19.102

REQUEST FOR PROPOSALS

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.102, Inmate Commissary and Banking Services for the Escambia County Corrections Department, Name of Submitting Firm, September 23, 2019 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 16, 2019 at 5:00 PM CDT.

3. Proposal Forms (Select One)

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference room 11.407, at 1:00 PM CDT on September 09, 2019.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

5. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

6. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

7. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

9. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County

assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

10. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

12. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. It is understood by all bidders that the County can only provide estimated quantities and is not obligated to purchase any minimum or maximum amount during the life of this contract.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of

immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

16. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

17. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I **General Information**

1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II **Information Required from Contractors**

2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III **Criteria for Selection**

Part IV **Scope of Work**

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking competitive proposals from qualified and experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide inmate banking and commissary services that are most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..……..….August 23, 2019

B. Non-Mandatory Pre-Proposal Conference.....September 10, 2019 at 3:30 PM CDT

C. Receipt of Proposals.....September 23, 2019 at 2:00 PM CDT

D. Short-List Meeting.....October 01, 2019

E. Discussion/Ranking Meeting.....October 09, 2019 at 1:00 PM CDT

F. First Negotiation with Top-Ranked Firm……October 31, 2019 at 9:00 AM CDT

G. 2nd Negotiation Meeting (If Necessary)……..November 04, 2019 at 9:00 AM CDT

H. Target Board Date……..…….December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature (no photocopies or digital signatures), having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that bidders, whenever possible, provide electronic copies that are ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Manager reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **SCOPE OF WORK**

COUNTY OF ESCAMBIA
SCOPE OF WORK
PD 18-19.102

INMATE COMMISSARY AND BANKING SERVICES
FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

A. INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

B. BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2018)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Florida 32501	920	High Medium to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	290	Minimum to Low Medium
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,320	Minimum to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

C. PRE-SOLICITATION CONFERENCE

In order to ensure an understanding of the RFP requirements and current facility system operation, a pre-solicitation conference will be held as follows:

Office of Purchasing – 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
September 10, 2019 at 1:00 PM CDT

D. VENDOR QUALIFICATIONS

1. Qualifications of Firm

Escambia County requires that each Company or firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include:

A. Provide five (5) references that are of comparable size (1,500 inmates or greater) and complexity of Escambia County Corrections, for which the firm has performed similar work including the contact name, address, telephone number, e-mail address and date of the contract.

i. The contact persons listed as references shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

ii. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.

B. Provide a description and history of Proposer's experience in the field of correctional inmate commissary and banking services. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, number of inmates served, and the name, phone number and e-mail address of the agency's Contract Monitor for each contract.

C. Identify all terminated "with cause" correctional inmate commissary and banking services contracts awarded but never entered, the reasons for the termination or failure to contract, and the name, phone number and e-mail address of a contract person for the former contracting agency.

2. Qualifications of Staff

A. Provide resumes of key management personnel detailing their qualifications and experience in the delivery of inmate commissary and banking services including, but not limited to, their correctional experience in the following areas:

1) security
2) inmate problem resolution relating to inmate commissary and banking issues
3) employee training
4) institutional inmate commissary and banking services

Response to this requirement shall not exceed one (1) page per individual, single spaced, with attachments as necessary, to demonstrate either awards or certifications pertinent to the individuals' qualifications.

B. Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities.

A. SPECIFICATIONS

1. General Duties, Obligations and Standards

Beginning on the Service Commencement Date, the Contractor shall operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. If the computer system is a web-based, Contractor-hosted application, it shall comply with all County Standards for hosted systems. Further, if the banking system, or components therein, are installed at Escambia County and solely supported by the Contractor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system shall be borne solely by the Contractor. All systems installed on the Escambia County network shall adhere to all County Computing Standards (see attached Exhibit 3) for network, security, hardware, etc. If the County is provided with the licensure to own and operate system, it shall comply with all County standards in order to be installed, maintained and managed by the County.

The Contractor shall have, after date of award, a maximum forty-five (45) day transition period prior to Service Commencement Date. During this transition period the Contractor shall, at a minimum, submit their proposed inventory list and applicable paperwork for Escambia County for approval, obtain (and install) the needed computer equipment (based on the specifications outlined in Exhibit 3 (Escambia County Computing Standards), process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Jail Management System (JMS) and inmate telephone systems, create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on banking system, and distribute/pickup inmates order forms.

The Contractor shall attend meetings with County employees and meet at least once every three (3) months with the Contract Monitor to review the Contractor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

2. Definitions

The following terms used in this RFP, together with amendments and attachments, shall, unless the context indicates otherwise, have the meanings set forth below:

"Contract Monitor" means the employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.

"Contractor" means the Proposer awarded the Contract to manage the Commissary.

"Commissary Services" means those functions set forth in the RFP/Contract and the Proposer's proposal.

"Commissionable Items" means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the

contract. Note: Sales tax is not included as commissionable in these items.

"County" means Escambia County, Florida.

"Court Orders" means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered into in connection with litigation which are applicable to the operation and management of inmate Commissary Services

"Department" or **"ECCD"** means the Escambia County Corrections Department.

"Direct Supervision" means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

"Fair Market Value" of inmate commissary items, for the purposes of this RFP, is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers. See Section 4, Technical Approach to Commissary and Banking, paragraph B, for County's expectation.

"FMJS" means the Florida Model Jail Standards, referenced in Chapter 951.23 of the Florida Statutes.

"Indigent Inmate" means an inmate who has less than $1 in his/her inmate account for seven (7) or more consecutive days.

"Inmate" means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

"New Commit Kit" means kits sold directly to ECCD for (ECCD) distribution to newly processed inmates.

"Non - (Profit) Commissionable Items" means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County's monthly invoice as a separate amount.

"Non-Taxable Items" means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County's invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

"Operating Standards" means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and FCAC, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.

"Service Commencement Date" means the first day of delivery of Commissary Orders.

3. Inmate Services

A. The Contractor shall be responsible for:

1) Commissary order forms: Providing an adequate amount of commissary order forms for the inmate population. The commissary order forms shall contain the necessary information for ECCD to identify the inmate and his/her location in the Corrections facility, as well as the items ordered, including, at a minimum:

a) Last name, first name, middle initial
b) Jail Number
c) Housing location
d) Item name and cost
e) Separation of male and female (allowable) items
f) List of indigent items and recoverable costs
g) Signature line for inmate
h) Date of Order
i) Statement of tax rate

Commissary ordering via kiosk is a preferred alternative, although forms must still be made available in the event of a kiosk malfunction or service interruption.

2) Receiving (including retrieving of) commissary order forms from all housing locations in the event they are utilized.

3) Processing commissary orders into the Inmate Banking Services System

4) Packing individual inmates' commissary orders

5) Delivering individual inmates' commissary orders to the inmate. Exhibit (2) outlines the housing facilities, current full-service delivery schedules. Final delivery schedules shall be mutually agreed upon

6) Accounting of all transactions

7) All inventory procurement

8) Storage and maintenance of all inventory

B. Contractor shall provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the ECCD, may result in inmate management issues for the ECCD. The Contractor shall handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.

C. For those inmates housed at the Main Jail or Work Release Facility, the Contractor shall package each inmate order individually and provide delivery to the inmate at his/her cell location and obtain a signed receipt from the inmate for the merchandise delivered. Regarding those inmates housed at the Road Prison, order must be received by staff to be distributed during non-working hours.

D. The Contractor shall provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:

1) A detailed invoice of each inmate's individual order

2) A system to identify and collect sales taxes from inmate orders

3) A billing system for inmates' individual accounts that also provides for credits to inmates' accounts for items ordered and billed, but which were determined not to have been received by the inmate

4) A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, etc.

5) An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to his/her account.

6) An active, real-time interface from the existing ECCD JMS to establish the Inmate Bank accounts (within the Inmate Banking System) by extracting (from JMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the JMS). The current inmate management system utilized by the ECCD is *SmartJail version 9.12.2.11.* The interface shall need to extract the following information and the Inmate Banking System shall need to receive the listed items in separate files within the Inmate Banking System:

a) Inmate name
b) Inmate number
c) Inmate birth date
d) Inmate gender
e) Inmate housing location
f) Fee indicator (equal to "Y" or "N")
g) Inmate address
h) Last 4 of inmate social security number

Immediately after completion of the noted interface and creation of the inmate banking account, the system shall create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee. This fee (currently $20) is set by the Board of County Commissioners and is subject to change at their discretion. The fee is only applied to inmates whose fee indicator is equal to a "Y".

7) A means for staff and/or inmates to obtain real-time inmate account statement information (balances, deposits, charges, store order charge/credit amounts, etc.) through the use of internal kiosks, telephone systems, web-based connection (i.e., Microsoft ASP.net) or other technology. This functionality shall provide (at a minimum) the inmate's name, inmate number, account balance (including debt balance,) housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions

shall include a link to identify the items within the order.

8) The Contractor will be responsible for providing their own work stations (computers) for utilization by their staff.

9) Manual inmate deposit transactions/events to include the following (at a minimum), receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).

10) Acceptance of cash funds for initial cash deposits through the use of a booking kiosk. The system shall include the ability to obtain end of shift/period reports for all transactions processed through the booking kiosk. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits at other kiosks or being made manually at other posts (see Paragraph I below for specifics).

11) Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following:

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction as listed on Fee Proposal Form herein.**

i) Acceptance of public credit card deposits through the use of a public kiosk, telephone and Internet access. The Contractor shall be Payment Card Industry (PCI) compliant and able to prove PCI compliance by providing an Attestation of Compliance document to the County on a quarterly basis. This document shall be produced by an independent security firm that audits the Contractor's systems.

ii) These credit card transactions shall interface with the Contractor's banking system and update the inmate's banking account balances in real-time. The EFT transactions should also update (debit) the County's bank account in real time (or not later than the end of the next day) to account for the funds that the inmate is able to expend and/or to ensure that the County's bank account balance is reflective and includes funds that have been debited to an inmate's banking account and are subject to being released with the inmate's release or transfer to another agency. The Contractor shall assume full liability for all losses (stolen/bad credit cards, etc.) and hold the County harmless from any "put/charge back" transactions.

iii) The Contractor's EFT process shall track all deposits and real-time posting of transactions made to inmate accounts during the shift and include the ability to obtain end of shift/period reports for all transactions sent to the County's

bank. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits being made manually at other posts (see Paragraph I below for specifics).

iv) The EFT transactions shall be at no cost to ECCD or the County (to include the booking kiosk transactions) and the Contractor shall identify proposed fees to be charged to external customers for each transaction.

12) The system shall issue sequential receipt numbers for each deposit item processed. The receipt numbers shall be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking kiosk, public kiosk, telephone, internet, etc.) and receipt numbers shall be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as I0000001, I0000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc., booking kiosk deposits as BK0000001, BK0000002, etc. and so on). The system shall also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).

13) When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system shall have the ability to collect a portion/percentage of the deposit as set by ECCD (currently this feature is available but not being utilized) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).

14) Inmate withdrawal transactions/events to include the following (at a minimum):

i) 3rd Party Check Release
ii) Bond Check Disbursement
iii) Facility Transfer Check Disbursement
iv) Main Bond release
v) Pre-paid Card release

15) The system shall have the ability to issue and write checks. The check number shall be contained in a separate field as well as a memo filed for notes (county name, etc.) The check writing process shall include the ability to download daily (seven days per week) check information and the ability to create (and submit) a "positive-pay" file to the County's bank's automated banking system (currently Bank of America's online banking system). This requirement allows the bank to screen out unauthorized/ invalid checks prior to acceptance/cashing.

16) The system shall have the ability to issue (at the time of release) pre-paid debit/release cards loadable with varying amounts based on inmate account balances and ECCD policy.

i) The card shall be able to be used to make cash withdrawals at varying automated transaction machines and this service shall be provided at no cost to the County. The Contractor shall identify proposed fees to be charged to external customers for each transaction.

ii) The system shall have the ability to issue pre-paid transaction cards. The pre-paid card number shall be contained in a separate field and a memo field for notes (county name, etc.) shall be included. The pre-paid card process shall include the ability to download daily (seven days per week) card information. The Contractor shall assume full liability for all cash losses (stolen/bad pre-paid cards, etc.) and hold the County harmless from any "put/charge back" transactions.

17) Inmate charge transactions/events to include, at a minimum, the following:

Automated Daily Subsistence Fee – The system shall automatically charge a *daily subsistence fee. This fee (currently $3.00 per day) is set by the Board of County Commissioners and is subject to change at their discretion and is currently charged at 12 a.m. each day. The fee shall be charged to inmates whose fee indicator is equal to a "Y".

Manual Charge Transactions (at a minimum):

i) Dental Sick Call charges
ii) Doctor Sick Call charges
iii) Nurse Sick Call charges
iv) Medication charges
ix) Property Damage charges
xii) Daily subsistence fee (for use with manual needs as determined by ECCD)
xiii) Jail (booking) processing fee (for use with manual needs as determined by ECCD)

At any such time that one of the above noted charge events is processed against an inmate account that does not have the available fund balance to pay for the charge, the system shall have the ability to collect what is available based on a minimum remaining account balance as set by ECCD and to create an accounts receivable balance/debt for the uncollected amount within the inmate's account to be collected (by the system) at such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect debt amounts based on a percentage of the deposit as set by ECCD (currently this feature is not being utilized by Escambia County) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.). ECCD also

requires the ability to disable all debt collection (related to automated fees and manual charges) so that balances owed are only collected upon an inmate's release from custody.

18) The system shall include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.

19) Non-drawer balance inmate account affecting transactions/events to include at a minimum the following):

    i) Returned Deposit transaction (reduces inmate's account balance for NSFs, etc.)
    ii) Bad Deposit transaction (reduces inmate's account for transaction posted in error, works/washes with Deposit Correction transaction, noted below)
    iii) Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with Bad Deposit transaction, noted above)
    iv) Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state

20) The Contractor agrees to provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System in strict compliance with the County's Computing Standards as outlined in Exhibit 3 herein.

21) The system shall allow for voiding of any and all transactions/events noted above. This feature shall be able to be restricted to certain users as determined by ECCD.

22) The system shall include a reports module that allows for real-time downloading (at a minimum) of the following Inmate Banking reports:

    i) End-of-shift deposit, withdrawal, and checking reports
    ii) Deposit, withdrawal and checking reports by user specified to and from date/timeframes, post locations, money order/check numbers, etc.
    iii) Reports specific to user specified transaction/event types (i.e. deposits by type, withdrawals by type, and charges by type) by user specified to and from date/timeframes
    iv) Inmate account balance reports by inmate name and/or jail number to include system balance, debt and closeout/release amounts (needed during downtimes and for contingencies)
    v) Report for jail/booking processing fee and daily subsistence fee collection data by inmate to include daily charged amount, daily amount collected and summary data for total inmate population

    Note: The reports module shall include the ability to download all reports into Excel spreadsheet files. Each report shall include (at a

minimum,) the inmate's name, inmate number, transaction/event processed, amount, date and time processed, receipt number, and provide the ability to query by any other field contained within the database.

23) The system shall provide an interface which creates the ability for inmates to purchase phone time minutes from the commissary and have the purchase information provided to the contractor utilized by the facilities for the inmate telephone system (Main Jail and Work Release currently utilize Global Tel*Link and the Road Prison currently utilizes Network Communications International Corporation).

E. The Contractor shall keep full and accurate accounts of sales and other records related to the Commissary Services. The Contractor shall retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's sub-contractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with sub-contractor(s) and suppliers.

F. The system shall also allow for a minimum of four (4) security levels for the purpose of establishing input capability, reporting capability, inquiry/view-only and administration of user accounts.

G. The Contractor shall provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.

H. If at any time ECCD or the County decides to implement their own inmate Banking system, the Contractor shall be responsible for the following:

1) Providing of an interface to convert the data within the Contractor's inmate banking system to the ECCD/County's system. The interface shall include, at a minimum, all inmate items interfaced during the booking process as noted in Inmate Services Section E. paragraph 6, items a. through f. above, as well as the inmate's system balance, debt information (including history of open/unpaid items, etc.), closeout/release amounts, and other information as deemed necessary by ECCD.

2) Creating an interface for the exchanging of inmate store sales/order information to include, but not limited to, commissionable items, non-commissionable items, indigent items, sales tax information, etc.

3) Continuing and/or creation of reports as determined by ECCD needed to validate and reconcile store sales/order transactions, the Contractor's invoice, etc.

I. The Contractor shall provide an inmate request/grievance tracking system.

J. The Contractor shall provide the general public with a platform from which they can order pre-packaged selections of items to be delivered to inmates

no more than 3 business days after the receipt of the order.

4. Preferred/Optional Services

A. In addition to the required services listed in Section 3, the Escambia County Corrections Department has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes.

B. Any additional specialty offers/value added services should be clearly outlined as part of the Contractor's submittal.

5. Inventory Requirements

A. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". There are quantity and/or frequency limitations on over the counter medications and indigent items. These limitations will be provided to the Contractor upon contract execution. ECCD retains the right to limit quantities and frequencies of any item sold as well as place ordering caps as they deem necessary. ECCD also determines "gender specific" items. Note: The Contractor's system shall contain the ability for item quantity and frequency limits as well as gender limits as specified by ECCD.

B. The Contractor shall **not** provide any items for sale to inmates that have **not** been approved by the ECCD in accordance with the terms of this contract.

C. The Contractor shall provide, purchase and maintain custody of items mutually agreed upon by the Contractor and the ECCD for purchase by inmates of the ECCD under the provisions of this contract. The Contractor's stock shall not be maintained on the premises of the ECCD.

D. After Board approval and award of contract, the Contractor shall submit a proposed Store Items List to the County. The County will review said list and work with the Contractor on any recommended changes. As part of this review, the County will request a sample of any item which it deems requires a physical inspection prior to acceptance. All samples will be returned to the Contractor in the same condition as received. Prior to the County's final approval of an acceptable Store Items List, the Contractor shall hire an independent 3rd party company to provide a certified "fair market value" survey of items sold in the local community that are comparable to items contained on the Store Items List. "Fair market value" prices shall be obtained form three retail establishments within Escambia County, one (1) of which shall be a large retail store, i.e. Kmart, Wal-Mart, Target, Publix, etc. The prices obtained from the three stores shall be added together and the total divided by three to obtain an average price based on per ounce/item equivalents). The average price shall be considered the "fair market value" for the purposes of the contract. The contractor shall comply with Florida Model Jail Standards, Section 10.01 (b) and Florida Statute 951.23 (9) B requiring inmate commissary prices be set at "fair market value". The 3rd party company conducting the "fair market value" survey shall submit their results with a cover memo. Items found to be above the fair market value shall be reduced to a price within fair market value as determined by ECCD.

The Fair Market Value survey shall be a requirement of the Contractor on an annual basis for the duration of the contract.

The Contractor may request price increases for items determined to be below the Fair Market Value. Proposed price increases must be approved by ECCD prior to implementation.

E. The Contractor shall bill the ECCD for the Contractor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.) No other costs for the provision of goods to inmates pursuant to this contract may be billed to the ECCD.

F. The Contractor shall request in writing and obtain written approval from the ECCD Contract Monitor for the substitution of any item prior to offering said substitution item for sale to inmates.

G. The Contractor shall, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the ECCD Staff, may be used as weapons or tools will not be permitted in the Corrections facilities.

H. The Contractor shall, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.

I. The Contractor shall not provide any products containing alcohol for sale to inmates.

J. The Contractor shall sell "Security Sensitive" items whenever possible. In particular, the Contractor shall sell the transparent GPX (brand/trademark) AM/FM Radio and each radio shall be engraved with the inmate's jail number and the headphones shall be removed from the package before delivery to the ECCD premises. The Contractor shall sell a separate set of "ear buds" in place of the removed headphones.

K. The ECCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.

L. The Contractor shall, at a minimum, provide products in all the following categories (see Exhibit 1 for detailed items, sizes, etc.):

1) Stamps, stationary, greeting cards and writing supplies
2) Candy, cookies, crackers, chips, peanuts and like snacks
3) Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
4) Approved over-the-counter medications
5) Underwear, socks, shorts and shoes
6) Indigent clothing, hygiene items and over the counter
7) Indigent Kits (the contents of which will be established by the Department upon award)

Note: Indigent inmates are defined as inmates who maintain an account balance of less than $1.00 for a consecutive period greater than seven (7) days. At any such time that an indigent inmate orders an indigent item(s) or kit, the inmate banking system shall collect any available balance and create an accounts receivable balance/debt within the inmate's account for

any uncollected difference. The system shall be able to collect the accounts receivable/debt amount at any such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect up to 50% (as needed) of the deposited amount against the debt/accounts receivable amount and to process the collected funds into the general ledger account established for the specific indigent debt (i.e. indigent repayment). The features which allows the system to collect debt automatically on deposit must also have the ability to be disengaged when its use is not desired.

6. Delivery of Commissary Items to Inmates

A. The Contractor shall deliver commissary items to the Main Jail and Work Release through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty. In regard to the Road Prison facility, the orders should be delivered to the Road Prison for distribution by the Road Prison staff during non-working hours.

B. In cases where an inmate has been moved to a different housing location after placing a store order, the Contractor shall verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items, the Contractor shall deliver the order to the new housing location. If the inmate is NOT authorized to receive the items in the new housing location, the store order shall be returned to stock and the Contractor shall process a refund to the inmate's account.

C. The Contractor shall package the inmate orders in sealed containers that allow for visual inspection of the contents without breaking the seal.

D. The Contractor shall deliver commissary items to inmates once per week.

E. Off-line sales - In some instances, inmate claims of lost commissary items is substantiated due to movement for medical, courts, etc. and ECCD authorizes re-issuance of the lost items by the Contractor. When these cases arise, ECCD will notify the Contractor of the need for an off-line sale. The Contractor shall provide the replacement items to the inmate based on the ECCD notification and shall not process the order as a sale item against the inmate's account. The Contractor shall invoice ECCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

7. Inmate New Commit Kit Requirements

A. Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "new commit kit." This kit is distributed by ECCD staff and will be purchased from the Contractor. The pricing of the kits must be at cost and the contents of the kit are as follows:

1) Five (5) 0.34oz packets of body wash/shampoo
2) One (1) 0.85oz Naturemint Toothpaste
3) One (1) 3" thumb toothbrush
4) One (1) 5" Black Comb

B. ECCD will order the kits in bulk (approximately 1,500 per month) and the

Contractor shall provide a shipping receipt with each order.

C. The Contractor shall invoice ECCD after each delivery and ECCD will add the cost of the new commit kits to the monthly invoice.

D. The new commit kits are purchased by ECCD, paid from the Inmate Welfare Fund and are tax exempt.

8. Systems Reports, Daily Batch files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation

A. The Contractor shall provide ECCD with an interface (i.e. Crystal Reports, etc. as approved through County standards), to allow for real-time running of all reports noted throughout this Scope of Services.

B. Contractor shall be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.

C. The Contractor shall provide to ECCD daily batch files that include:

1) Batch number and date orders were processed. Note: Charges and credits (refunds) shall be contained in separate batch files.

2) Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged. Note: Indigent orders and other specialty/ value added orders shall be included (by inmate) in the batch file.

3) Batch sales summary information that includes the following:

a) Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued
b) Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded)
c) Gross sales (total merchandise sold amount, less sales tax amount)
d) Non-Commissionable sales amount (amount of non-profit items sold/refunded,) plus the indigent medications and clothing issued
e) Commissionable sales amount (gross sales less the non-commissionable sales amount)
f) Amount of Escambia County commission (commissionable sales amount multiplied by agreed commission rate)
g) Sub total amount due to/from Contractor (commissionable sales amount less amount of Orange County commission)
h) Amount due to/from Contractor (sub total amount plus non-commissionable sales amount)

4) The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Contractor shall ensure that the batch files are received at ECCD not later than three (3) business days after processing

D. The Contractor shall provide ECCD with the ability to run an invoice through use of a real-time report. The report shall allow for a beginning and ending date and the output file shall be in Excel format. The invoice shall detail the following items:

1) A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount

2) A column identifying the total amount of items sold (relative to the batch/row)

3) A column identifying the portion of the total amount of items sold that was subject to commission

4) A column identifying the portion of the total amount of items sold that was for any specialty/value added item sales (commissionable item)

5) A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items)

6) A column identifying the portion of the total amount of items sold that were non-taxable items

7) A column identifying the portion of the total amount of items sold that were taxable items

8) A column identifying the amount of sales tax related to the taxable items sold

9) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued

10) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued

11) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued

12) The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

Note: Any invoices for costs of new commit kits received during the month shall be added to the monthly invoice (by ECCD), as a non-commissionable purchase item and ECCD will include these costs in the monthly payment.

E. On the first business day of each month, ECCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, ECCD will submit the invoice to the Escambia County Comptroller's Finance section for payment. Note: In normal circumstances the payment voucher will be submitted no later than fourteen (14) calendar days after the first of the

month and the Comptroller will need up to an additional ten (10) days to pay the invoice, however, discrepancies with the invoice report and batch files could be cause for delay.

F. Any time the batch file information does not reconcile with the invoice, the Contractor shall be responsible for assisting with finding the discrepancy and shall correct account entries as needed.

G. At the end of each Escambia County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within thirty (30) days of written notice.

As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.

H. The Contractor shall provide ECCD with the ability to run a General Ledger report through use of a real-time reporting system. The report shall allow for the following:

1) A beginning and ending date and the output file shall be in Excel format and shall summarize the daily amounts for all transactions/events noted throughout this Scope of Services.

2) The amount related to the cost of indigent items and kits purchased.

3) The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.

4) The amount of store orders processed against inmate accounts.

5) The amount of store order refunds pertaining previously charged/purchased goods.

6) Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: each column should end with a total amount.

7) The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.

8) A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).

8) The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

9. Liquidated Damages

A. On any scheduled commissary delivery day in which the Contractor fails to deliver the commissary orders within four (4) hours of the scheduled time, the Contractor shall pay liquidated damages of $500.00.

B. In the event the Contractor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay liquidated damages of $1,000 for every day, or portion of a day, after the day scheduled for delivery.

C. On any scheduled commissary delivery day in which the Contractor fails to deliver 100% of the commissary orders, the Contractor shall pay liquidated damages of $100 if undelivered orders equal over 2% of the orders scheduled for delivery.

D. Failure of the Contractor to maintain a 98% on time order completion rate shall be considered a material breach of the Contract.

10. Security and Identification

A. All costs for background investigations shall be Contractor's responsibility. At all times, the County retains the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.

B. Background checks for the Contractor’s staff must be approved by the County prior to working in any County facility. The Contractor is responsible for obtaining the necessary forms for background checks as follows:

1) All Contractor’s staff working at any Corrections related facility - request forms via e-mail from internal affairs.

2) All Contractor’s staff working at other Escambia County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (if there is a cost, this will be passed on to the Contractor) via e-mail to internal affairs for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County representative will inform the Contractor of their background check results.

Upon background check approval, the Contractor's staff shall go to the Escambia County Human Resources office located at 221 Palafox Place, Pensacola, Florida 32501 with an Affidavit of Identity form (issued by the Contractor**)** and a State of Florida I.D. or Driver's License to obtain their Escambia County photo I.D. badge.

C. Contractor's employees shall not be allowed to work in Escambia County facilities without completed and approved background investigations.

D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's representative in writing, of such termination or transfer.

E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's representative within twenty four (24) hours of knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.

F. The Contractor shall remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.

G. The Contractor shall not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.

H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering any area unless required in the performance of the services.

11. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

A. All Contractor employees shall carry a valid ID at all times.

B. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:

1. Employee's full name
2. Employee's date of birth
3. Employee's race/sex
4. Employee's Social Security number
5. Employee's Driver's License number

C. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.

D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.

E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.

F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.

G. The Contractor's employees shall always follow the direction of the escort officer.

H. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.

I. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.

J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.

M. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.

N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

O. No illegal drugs or drug paraphernalia are allowed in the compound.

P. No weapons, guns or ammunition are allowed in any Corrections facility.

Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.

R. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.

S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

T. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

12. Right of Inspection:

The Contractor shall permit ECCD personnel to inspect all parts of the commissary areas of ECCD without notice at any time. The Contract Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD commissary sections, with or without advance notice from the Contract Monitor.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

PHASE 1 – QUALIFICATIONS AND WRITTEN TECHNICAL APPROACH

A. Letter of Transmittal

Each Proposal shall be accompanied by a letter of transmittal which summarizes key points of the response to this Request for Proposals and is signed by an officer of the firm who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

1. Name of the firm submitting the proposal,
2. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
3. Mailing address, telephone number, fax number and email address of firm's primary contact.

B. Technical Approach to Commissary and Inmate Banking

Proposers shall demonstrate an understanding of every task or service required and each shall be clearly identified. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Proposer understands the results to be accomplished and the way in which the Proposer intends to accomplish them.

1. Proposers shall provide a complete description of the processes and systems proposed for:

    a) Inmate ordering of goods, from the point of inmates receiving blank forms (including a copy of the proposed form) through receipt of the order by the Proposer and/or the ability for inmates to order goods through the use of a housing kiosk and/or telecommunications device.

    b) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates housed in various housing units (i.e. hygiene only, female only, etc.).

    c) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates based on medical needs (i.e. salt-free items, diabetic items, etc.).

    d) Delivering the filled order to the inmate, including details of packaging, receipting and discrepancy reconciliation.

    e) All inmate billing and banking (including copies of issued receipts, end of shift reports, general ledger information/reports, inmate account statements, etc.).

    f) Handling of deposit items to include use of kiosks for initial booking funds receipt, public deposit transactions, web-based and telecommunications technology and manual systems input transactions.

    g) Funds release processing to include manual cash and check release transactions and debit card release capabilities.

    h) Provision of a receipt to individual inmates.

    i) Provision for refund of charges for orders undelivered due to the transfer of an inmate to another agency.

    j) All billing to ECCD (including copies of daily batch files, monthly invoices, general ledger information/reports, etc.).

    k) Process and timeline for (potential) transition from old commissary provider to new commissary provider with regards to account balance transfers (to include inmate debt balances), installation of needed hardware and software applications, sales of items during the transition period, and etc.

    l) Process and timeline for transitioning to new commissary provider at the end of contract term with regards to items noted in item 9 above.

1. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". Proposers shall provide an "items to be sold

list" which includes both name brand and generic items for the best possible price for inmate purchases. The list shall include item information, name brand (manufacturer), item sizes/net weights (ounces, small, medium, etc,) and proposed price. NOTE- A third party fair market value survey is not required with the RFP submittal, however the fair market value survey will be required form the awarded Contractor prior to the County's acceptance of the final Store Item List and annually thereafter.

2. Proposers shall also include a product list identifying proposed indigent items (to include sizes, net weights, etc.). The Proposer shall price all indigent items and the indigent kit based on their cost of goods.

3. Proposed pricing for all items noted on the submitted "items to be sold list" shall be all inclusive prices and no other costs (i.e. packaging, shipping, etc.) shall be added to the listed prices.

4. Proposers shall provide a list of the proposed items (including net weights, etc.) to be contained in any specialty/value added order offers.

5. Proposers shall provide sample new commit kits and proposed pricing for the kits (see Scope of Services, Section 6 for specifics) on Attachment B, Fee Proposal Form herein.

6. Proposers shall provide a complete description of any automated ordering, billing or discrepancy reconciliation system (to include copies where possible,) including the database utilized and any computer hardware that would be installed at the ECCD.

7. Proposers shall describe in detail the training that would be provided for any ECCD staff that may be required to enter or retrieve data in the Proposer's automated system.

8. Proposers shall provide a proposed schedule for the delivery of commissary goods to the inmate housing areas of the Corrections complex (see Exhibit 2). An example of ECCD's current delivery schedule is noted in Exhibit 2.

9. Proposers shall submit a written plan (limited to 2 pages) for transferring control of commissary services to the County or to another Proposer upon termination of the contract.

EVALUATION OF PHASE 1 - Qualifications and Written Technical Approach

County staff will evaluate proposer's submitted documentation for the qualification of firm, qualification of staff and written technical approach as required in Sections 2, 3 and 4. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Phase 1 will be calculated based on the following weighted criteria.

SECTION	SELECTION CRITERIA	SCORE RANGE	WEIGHT
1.	Qualification of Firm	1 - 5	60
2.	Qualification of Staff	1 - 5	60
3.	Technical Approach	1 – 5	80
		Total Possible Final Points for Phase 1 -	**1000**

Each section will be evaluated using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score.

The formula for calculating an evaluation score is as follows: each section has a maximum number of five points. The total number of points the proposer receives for each section will be multiplied by the weight of said section to obtain the final section score. The total score for each section shall be added together to derive each proposer's final score for Phase 1.

EVALUATION OF PHASE 2 - On-Site Product Demonstrations with Review of Phase 1 Responses and Fact Finding

Only those proposers scoring 600 or above in Phase 1 will be allowed to participate in Phase 2 of the evaluation process, product demonstrations and fact finding.

1. During the product demonstrations, proposers will be asked to make an oral, on-site, WEBEX or GoToMeeting type presentation and provide a demonstration of their proposed solution. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their product. Proposers shall also be prepared to answer detailed questions regarding their response to the County's functional requirements identified in the RFP including required custom modifications, data conversion and interface requirements. All demonstrations must be presented by staff that are familiar with the technical aspects and design constraints of the product. This presentation shall either be conducted in Pensacola, Florida or from the proposer's location via WEBEX or GoToMeeting or similar web conferencing platform that will allow the County to view the full functionality of the product. The County may videotape the demonstrations at its discretion.

2. The fact-finding portion of the presentation will follow the product demonstration. The fact finding provides the opportunity for the proposer to hear/view and understand County existing systems, processes and procedures, and gather all of the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of their cost proposal.

3. The specific place and time for the product presentation and fact finding will be determined after the Phase 1 evaluation of the proposals has been completed. Qualified proposers shall be notified of their scheduled demonstration date as soon as possible. The County anticipates that the length of demonstrations and fact finding combined will be limited to one eight-hour business day. Therefore, each proposer that qualifies for Phase 2 shall have one day to provide both the product demonstration and fact finding.

4. **Proposer's product demonstration shall be presented using only the information, data and scenarios in Attachment A.** Proposer shall have all inmate data and scenario details setup in their system prior to the demonstration.

Phase 2 will be evaluated and calculated based on the following weighted criteria:

SECTION	SELECTION CRITERIA	SCORE RANGE	WEIGHT
1.	Scenarios 1 through 28 Each scenario will be scored separately based on the product's ability to perform the required function within that specific scenario	1 – 5 per scenario	5 per scenario
2.	Scenario 29-31 - Reports	1 - 5 per scenario	20 per scenario

Total Possible Final Points for Phase 2 - 1000

Each product demonstration/fact finding will be evaluated in all scenarios with the weight listed above being a maximum score. Each scenario will be scored with a range of 1 through 5 and the score multiplied by the weight listed for the applicable section. Section 1 has 28 scenarios, each with a weight of 5, totaling 700 possible points. Section 2 has 3 scenarios, each with a weight of 20, totaling 300 possible points. The total score for both sections shall be added together to derive each proposer's final score for Phase 2.

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process.

EVALUATION OF PHASE 3 - Fee Proposal and Location

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process, fee proposal, and location.

1. Fee Proposal

A. Proposer shall complete and submit the Fee Proposal Form herein as Attachment B.

B. Proposer shall propose the payable commission percentage rate as follows:

1. An Escambia County Inmate Sales Commission rate/percentage to be paid to Escambia County (based on Adjusted Gross Sales, as defined below) for each period of the contract. Each month, ECCD will reduce the amount due on the Proposer's monthly invoice by the calculated commission amount and shall deposit these proceeds into the Inmate Welfare Fund.

   The adjusted gross sales amount to be utilized for each noted commission is defined/calculated as follows:

   Total amount of merchandise sold/issued to inmates on behalf of ECCD
   Minus Applicable Sales Tax
   Minus all "Indigent Items" issued
   Minus Non-Profit Items (stamps, stamped envelopes, etc.)
   Equals Adjusted Gross Sales

2. The Escambia County Inmate Sales Commission fee proposal shall also include a scaled guaranteed minimum commission payable amount based

on ECCD's non-Work Release annual average daily inmate population calculated at the end of each timeframe as noted in Attachment B. Rules governing how this item is calculated versus actual paid/due commission amount are noted in Attachment B.

C. Proposer shall propose the cost of individual new commit kits as defined in Section IX, item 6 herein.

D. The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

1) Proposer shall propose a fee charge for public debit/credit card deposits through the use of a public deposit machine/kiosk. The proposed fee cannot exceed $3.00 per deposit transaction.

2) Proposer shall propose a fee charge for public credit card deposits through the use of telephone or Internet access. The proposed fee cannot exceed $4.95 per deposit transaction.

3) Proposer shall propose a fee associated with pre-paid debit card/release transactions. The use of the card shall be free for the first 72 hours after release. The maximum fee that can be charged is $3.00/day thereafter.

E. Proposer shall outline in detail any specialty/value added items or services that they would propose offering as part of the contract award.

The Proposer understands that this RFP does not constitute an agreement or contract with the Proposers. Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Evaluation of Phase 3 - Fee Proposal and Location

Criteria	**Weight**
Inmate Sales Commission	900
Guaranteed Minimum Annual Commissions	700
New Commit Kits	200
EFT and Miscellaneous Fees/Charges	100
Specialty/Value Added Offerings	100
Total Possible Fee Proposal Points	**2000**
Total Possible Final Points for Phase 3	**2000**
Phase 1 Score	1000
Phase 2 Score	1000
Phase 3 Score	2000
Total Phase 1, Phase 2 and Phase 3 Score	4000

ATTACHMENT A

PHASE 2

ON-SITE BANKING SYSTEM DEMONSTRATION

Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Proposer's banking system demonstration shall be presented using only the information, data and scenarios in this attachment. Proposer shall have all inmate data, scenario details and any applicable software customization setup in their system prior to the demonstration. The County will not pay any additional cost for customization of proposer's software to accommodate the banking services required in this RFP.

SECTION 1 - INMATE ACCOUNTING

Proposer shall only utilize the inmate account information as set forth in the following table. An account shall be set up for each individual inmate as listed to be used during the presentation of scenarios 1 through 28 below:

Inmate Last Name	Inmate First Name	Booking/Jail #	Date of birth	Sex	Building (Location)	Fee (Y/N)	Active/ Inactive
Davidson	David	12111111	6/2/1956	M	Genesis 2a	Y	Active
Lawrence	Larry	12000230	6/9/1958	M	Horizon 6D	N	Active
Robertson	Robert	12033556	12/6/1957	M	Main 3T	Y	Active
Jamison	Jimmy	12044455	9/17/1992	M	Whitcomb	N	Active
Ghost	Kasper	12012345	8/20/1988	M	Phoenix	Y	Active
Ghost	Kasper	09002340	8/20/1988	M	Phoenix	Y	Inactive
Rabbit	Roger	12102245	5/5/1933	M	Pod B	Y	Active
Rabbit	Roger	10000345	5/5/1933	M	Phoenix	Y	Inactive
Jamison	Jenny	12055444	9/15/1987	F	FDC B	Y	Active
Rat	Randy	12123465	6/1/1955	M	Whitcomb	N	Active
Mole	Mandy	12321456	5/23/1945	F	FCD C	Y	Active
Mole	Mandy	11007865	5/23/1945	F	FCD K	Y	Inactive
Poppins	Marilyn	12111110	1/1/1910	F	FDC K	Y	Active
Rainbow	Arielle	12243570	3/31/1950	F	FDC K	N	Active
Missy	Mylinda	12087609	2/25/1945	F	FDC A	Y	Active

1. **Mandatory:**

   a. System shall accommodate all of the above-mentioned fields.

   b. System shall differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.).

   c. Demonstrate the various security levels and the differences between.

Proposer shall demonstrate the following:

2. Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer.

a. **Scenario 1:** Show the automated $10.00 booking fee posted to the previously indicated accounts.

b. **Scenario 2:** The following inmates had money when he/she was booked; display the process of depositing these amounts into his/her account:

Inmate Last Name	Booking/Jail #	Amount Deposited	Type of Deposit	Item Number
Davidson	12111111	3.00	Cash	
Robertson	12033556	30.00	Cash	
Jamison	12044455	200.00	Cash	
Ghost	12012345	5.00	Cash	
Rabbit	12102245	22.50	Cash	
Mole	12321456	522.67	Government Check	1000051112
Poppins	12111110	34.54	Cash	
Missy	12087609	234.87	Money Order	R2356798410

c. **Scenario 3:** Update the following inmate for funds located after the initial booking (found while inmate still in booking, but monies already processed).

Inmate Last Name	Booking/Jail #	Amount Found
Rainbow	12243570	50.00

d. **Scenario 4:** Display each inmate's accounts with accounts receivable and collections.

e. **Scenario 5:** Display the End of Shift Report for processed deposit transactions with receipt numbers.

f. **Scenario 6:** Display the clearing of the cash drawer totals (removal of funds deposited for current shift) that reset the drawer balance to zero.

3. Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.

a. **Scenario 7:** Display the automated $3.00 daily fee per day to the following accounts:

Inmate Last Name	Booking/Jail #	# Days
Davidson	12111111	3
Robertson	12033556	2
Jamison	12055444	1
Ghost	12012345	4
Rainbow	12243570	2
Rabbit	12102245	4
Mole	12321456	4

b. **Scenario 8:** Display how an inmate daily fee status is changed from yes to no; and process a refund of the daily fee to the following inmate (Rabbit PO0654321 #12102245 for 2 days). How does the application maintain when the change was made?

4. Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.

a. **Scenario 9:** Display that the public deposited the following in the Corrections' Drop Box, and process the following deposit(s) into the inmate's accounts:

Inmate Last Name	Booking/Jail #	Received from Drop Box	From	Item #
Davidson	12111111	$10 money order	Mom Davidson	9517532684
Davidson	12111111	$20 money order	Joy Davidson	9517532685
Lawrence	12000230	$100 Money order	Honey Mama	R2058963147
Robertson	12033556	$30 money order	C. Robertson	R2645319872
Jamison	12055444	$500 government check	Lakeville County	63985
Ghost	12012345	$55 money order	Johnny Scumbag	497856231
Rabbit	12243570	$200 money order	Becky Rabbit	357984612
Rabbit	12243570	$40 money order	Peter Rabbit	R852369741
Jamison	12044455	$50 money order	Dad Jamison	123654789
Rat	12123465	$200 money order	Sister Mole	741369852

b. **Scenario 10:** Display each inmate's accounts with account receivables and collections.

c. **Scenario 11:** Display the End of Shift Report with receipt numbers for processed receivables and collections.

d. **Scenario 12:** Display the clearing of the cash drawer total (removal of funds deposited for the shift) and reset the drawer balance to zero.

5. Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:

- Store Ordering
- Refunds
- Frequency
- Diet restrictions
- Gender
- Indigent items with frequency limits
- Housing restrictions
- Receipts

- Daily Order Reports

a. **Scenario 13: Display and process** commissary orders and/or refunds for the following inmates:

Inmate Last Name	Booking/Jail #	Commissary Order
Davidson	12111111	$50 commissary order
Ghost	12012345	$44 commissary order
Jamison	12044455	$20 commissary order
Rat	12123465	$70 commissary order
Mole	12321456	$50 commissary order
Jamison	12055444	$70 commissary order
Mole	12321456	$10 partial commissary refund
Ghost	12012345	$15 indigent order

b. **Scenario 14:** The following inmates tried to order commissary items, show their commissary order form and the items being denied due to commissary restrictions:

- Rabbit 12243570 Tries to order a bra (Rabbit is a male)
- Rat 12123465 Is diabetic, but tries to order a candy bar

6. Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.

a. **Scenario 15:** Process the various charge transactions and voids to the following inmate's accounts:

Inmate Last Name	Booking/Jail #	Charge Transactions
Davidson	12111111	$5 Nurse visit
Lawrence	12000230	$10 Doctor visit
Lawrence	12000230	$10 Refund /void for Doctor
Jamison	12044455	$48 Methadone
Rainbow	12243570	$20 Medication charge
Rainbow	12243570	$10 Refund for medication
Mole	11007865	$5 Lost/damaged ID

7. Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.

a. **Scenario 16:** It was discovered that the $200.00 deposited into inmate Rat's 12123465 account should have been deposited into Mole's 12321456 account. Money was spent on commissary; however, commissary was able to stop delivery. Show how to recover the funds from the wrong account and place into the correct account.

b. **Scenario 17:** A counterfeit $50.00 was discovered at the bank (following deposit). It was determined that it had belonged to inmate Jamison 12044455. Display how to recover the funds from inmate Jamison's account.

c. **Scenario 18:** A stop payment/returned money order $40.00 for inmate Rabbit 12243570 was received from the bank. Show how to recover the funds from inmate Rabbit's account.

8. Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.

   a. **Scenario 19:** Display initial drawer balance (Note: Prior to demo set balance @ $2,000.00).

   b. **Scenario 20:** Display $1,000.00 petty cash issued to cash drawer and new drawer balance.

   c. **Scenario 21:** Process and display the release of the following funds from the inmate's account (release to public may be to a friend, relative, other inmate, etc.):

Inmate Last Name	Booking/Jail #	Amount	Released type	Released To
Jamison	12044455	$100.00	Public	Ms. Jones
Jamison	12055444	$250.00	Ck IRM	Clerk of Courts
Robertson	12033556	$52.00	TOT/TDY	Miami-Dade Department of Corrections
Lawrence	12000230	$50.00	Public	N. Grace
Mole	12321456	$200.00	Ck - IRM	Clerk of Courts
Lawrence	12087609	$50.00	TOT/TDY	FL State Department of Corrections
Rabbit	12102245	$164.50	Released with $10 cash and $154.50 remaining with cash card	Inmate released
Mole	12321456	$100.00	Public	Rat (released inmate)
Mole	12321456	$266.67	TOT/TDY	Transferred to FL State Department of Corrections with a check;
Poppins	12111110	$29.54	TOT/TDY	FL State Department of Corrections
Rainbow	12243570	$37.00	Released with $10 in cash and $27 cash card	Inmate released

   d. **Scenario 22:** Display the End of Shift Report from the previous transactions (should include inmate jail #/name, amount of transaction, receipt numbers, total amount, transaction count, etc.).

9. Process and display withdrawal transaction voids (cash release, check, cash card).

   a. **Scenario 23:** The withdrawal of $100.00 from Jamison, Jimmy's account 12044455 was discovered to be an error. Void the $100.00 withdrawal.

b. **Scenario 24:** Poppins check to FL State Department of Corrections ($29.54) was never cashed after 180 days. The check needs to be voided and the funds returned to Poppins's account.

10. Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.

a. **Scenario 25:** Prior to demo, set safe balance to $40,000.00 (cross reference scenario # 21). Process issuance of $1,000.00 to cash drawer from safe's petty cash (due to low funds available in cash drawer) and show safe balance.

b. **Scenario 26:** Received petty cash replenishment of $25,000.00 from downtown. Process and display how this is entered into the banking system.

c. **Scenario 27:** Upon making a deposit to the bank, a $50.00 counterfeit bill was discovered (the owner of the bill was unknown); process and display how to deduct the cash loss from the safe balance.

d. **Scenario 28:** A $50.00 check is received from downtown; process and display how these funds replenish the cash loss into the safe balance.

SECTION 2

1. MONTHLY INVOICING REPORT

Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.
- A column identifying the total amount of items sold (relative to the batch/row).
- A column identifying the portion of the total amount of items sold that was subject to commission
- A column identifying the portion of the total amount of items sold that was for each specialty/value added item sales category (commissionable items).
- A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).
- A column identifying the portion of the total amount of items sold that were non-taxable items.
- A column identifying the portion of the total amount of items sold that were taxable items.
- A column identifying the amount of sales tax related to the taxable items sold.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for)

indigent clothing issued.

- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.

- The amount owed to the Contractor with summary information identifying the total of
commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

2. MONTHLY GENERAL LEDGER REPORT

Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.

- Columns related to the cost of indigent items and kits purchased.

- A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.

- A column for the monetary amount of store orders processed against inmate accounts.

- A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.

- Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: Each column should end with a total amount.

- The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.

- A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).

- The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

3. OTHER REPORTS

Scenario 31: Display or provide the following reports:

- Daily booking fees charged and collected
- Daily subsistence fees charged and collected
- Daily checks and void(s) report
- Monthly funds recoverable
- Weekly and Monthly Cash Withdrawal Report
- Daily, Weekly and Monthly Check Transaction Report
- Daily Inmate Balance Report with Debt and Release Balance Amounts
- Cash Card Report

PHASE 2

INMATE COMMISSARY AND BANKING SERVICES

The following is a check list of the above Scenarios and their individual functional requirements (see Scenario Ref # column). Proposer shall answer each question according to the following legend:

Yes Column ----- Requirement is met fully by the proposed banking system and will be demonstrated.

No Column ------ Requirement not included in this proposal.

SCENARIO REF #	FUNCTIONAL REQUIREMENT	PLACE AN" X" IN APPROPRIATE BOX	
	Section 1	**YES**	**NO**
	Inmate Accounting		
1.	**Mandatory**		
1.a	Does your banking system accommodate all of the mentioned fields?		
1.b	Does your banking system differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.)?		
1.c	Does your banking system demonstrate the various security levels and the differences between?		
2.	**Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer. Scenarios 1 thru 6**		
2.a	Does your banking system successfully demonstrate Scenario 1?		
2.b	Does your banking system successfully demonstrate Scenario 2?		
2.c	Does your banking system successfully demonstrate Scenario 3?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.d	Does your banking system successfully demonstrate Scenario 4?		
2.e	Does your banking system successfully demonstrate Scenario 5?		
2.f	Does your banking system successfully demonstrate Scenario 6?		
3.	**Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.**		
3.a	Does your banking system successfully demonstrate Scenario 7?		
3.b	Does your banking system successfully demonstrate Scenario 8?		
4.	**Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.**		
4.a	Does your banking system successfully demonstrate Scenario 9?		
4.b	Does your banking system successfully demonstrate Scenario 10?		
4.c	Does your banking system successfully demonstrate Scenario 11?		
4.d	Does your banking system successfully demonstrate Scenario 12?		
5.	**Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:**		
	• Store Ordering		
	• Refunds		
	• Frequency		
	• Diet restrictions		
	• Gender		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	• Indigent items with frequency limits		
	• Housing restrictions		
	• Receipts		
	• Daily Order Reports		
5.a	Does your banking system successfully demonstrate Scenario 13?		
5.b	**Does your banking system successfully demonstrate Scenario 14?**		
	• Rabbit – 12243570 - Tries to order a bra (Rabbit is a male)		
	• Rat – 12123465 - Is diabetic, but tries to order a candy bar		
6.	**Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.**		
6.a	Does your banking system successfully demonstrate Scenario 15?		
7.	**Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.**		
7.a	Does your banking system successfully demonstrate Scenario 16?		
7.b	Does your banking system successfully demonstrate Scenario 17?		
7.c	Does your banking system successfully demonstrate Scenario 18?		
8.	**Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.**		
8.a	Does your banking system successfully demonstrate Scenario 19?		
8.b	Does your banking system successfully demonstrate Scenario 20?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
8.c	Does your banking system successfully demonstrate Scenario 21?		
8.d	Does your banking system successfully demonstrate Scenario 22?		
9.	**Process and display withdrawal transaction voids (cash release, check, cash card).**		
9.a	Does your banking system successfully demonstrate Scenario 23?		
9.b	Does your banking system successfully demonstrate Scenario 24?		
10.	**Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.**		
10.a	Does your banking system successfully demonstrate Scenario 25?		
10.b	Does your banking system successfully demonstrate Scenario 26?		
10.c	Does your banking system successfully demonstrate Scenario 27?		
10.d	Does your banking system successfully demonstrate Scenario 28?		
	Section 2		
1.	**<u>Monthly invoicing report Scenario 29:</u> Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?**		
	• A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.		
	• A column identifying the total amount of items sold (relative to the batch/row).		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	• A column identifying the portion of the total amount of items sold that was subject to commission (commissionable/profit items sold, does not includes specialty/value added item sales).		
	• A column identifying the portion of the total amount of items sold that was for specialty/value added item sales (commissionable item).		
	• A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).		
	• A column identifying the portion of the total amount of items sold that were non-taxable items.		
	• A column identifying the portion of the total amount of items sold that were taxable items.		
	• A column identifying the amount of sales tax related to the taxable items sold.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued .		
	• The amount owed to the Contractor with summary information identifying the total of commissionable items (which includes specialty/value added order sales,) less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.	**<u>Monthly general ledger report Scenario 30:</u> Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?**		
	• A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.		
	• Columns related to the cost of indigent items and kits purchased.		
	• A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.		
	• A column for the monetary amount of store orders processed against inmate accounts.		
	• A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.		
	• Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc. Note: each column should end with a total amount.		
	• The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.		
	• A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).		
	• The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.		
3.	**Does your banking system successfully demonstrate Scenario 31- for the following Other Reports?**		
	• Daily booking fees charged and collected		
	• Daily subsistence fees charged and collected		
	• Daily checks and void(s) report		
	• Monthly funds recoverable		
	• Weekly and Monthly Cash Withdrawal Report		
	• Daily, Weekly and Monthly Check Transaction Report		
	• Daily Inmate Balance Report with Debt and Release Balance Amounts		
	• Cash Card Report		

ATTACHMENT B

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

PROPOSAL A: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

Contract/Fiscal Periods	**Inmate Sales Commission**
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	_____%
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	_____%
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	_____%
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	_____%
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	_____%

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	_____%
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	_____%

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL A: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	$_____
1,200 - 1,399	$_____
1,400 - 1,599	$_____
1,600 - 1,799	$_____
1,800 - 1,999	$_____
2,000 – above	$_____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL A: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	$_____	$_____

Total Estimated Annual Cost of Kits - $_____

PROPOSAL A: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits .....$_____
through the use of a kiosk. The proposed fee cannot exceed
$3.00 per transaction.

Proposed fee charge for public credit card deposits through the .....$_____
use of telephone or Internet access. The proposed fee cannot
exceed $4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release.....$_____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is $3.00/per day thereafter.

PROPOSAL A: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PROPOSAL B: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

Contract/Fiscal Periods	**Inmate Sales Commission**
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	_____%
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	_____%
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	_____%
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	_____%
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	_____%

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	_____%
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	_____%

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all “Indigent Items” issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL B: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	$_____
1,200 - 1,399	$_____
1,400 - 1,599	$_____
1,600 - 1,799	$_____
1,800 - 1,999	$_____
2,000 – above	$_____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL B: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	$_____	$_____

Total Estimated Annual Cost of Kits - $_____

PROPOSAL B: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits .....$_____
through the use of a kiosk. The proposed fee cannot exceed
$3.00 per transaction.

Proposed fee charge for public credit card deposits through the .....$_____
use of telephone or Internet access. The proposed fee cannot
exceed $4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release.....$_____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is $3.00/per day thereafter.

PROPOSAL B: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1

ESCAMBIA COUNTY STORE ITEM LIST

ECCD Health & Beauty and General Merchandise

Description	Description
Acetaminophen-2pk	Contact Lens Case
Hari Brush Club	Ibuprofen-2pk
Shampoo-Dandruff 13.5oz	Soap-Irish Spring
Soap Dish	Colgate Toothpaste
Baby Powder	Cocoa Butter Cream
Coconut Oil Condidtioner	Toothpaste-Close Up
Petroleum Jelly	Magic Shave Cream
Balsam Shampoo	Hair Pick
Halls Cough Drops-Menthol	HairFood 4oz
Dial Roll On Deodorant	Shampoo VO5
Conditioner VO5	Toothbrush-Shorty
Styling Gel	Comb
Lotion-Cocoa Butter 18oz	Maxi Pad
Bergamont 4oz	Freshscent Lady's Clear Deodorant
Contact Lens Solution	Body Wash
Efferdent-Each	Shave Cream
Dial Anti-Bacterial Soap 3oz	Tampon
Dalan Spring Shea	Dalan Cocoa Butter
Antacid	Allergy
Denture Adhesive	
Ear Buds	Word Search Book
Playing Cards	Sangean Am/FM Radio w/ Headphones
Tumbler w/Lid	Pocket Dictionary English
Sudoko Book	Eraser for Pencil
Crossword Book	Mechanical Pencil
Reading Glasses 1.50	Reading Glasses 2.00
Reading Glasses 2.50	Reading Glasses 3.00
Reading Glasses 1.00	Reading Glasses 1.25
Reading Glasses 1.75	Reading Glasses 2.25
Reading Glasses 2.75	Reading Glasses 3.25
Legal Pad-White	Reading Glasses 3.50
Batteries AAA- 1 each	Pocket Dictionary Spanish
Stamped Envelope	

Exhibit 1-Continued

ECCD Food and Beverage

Description	Description
Coffee-Decaf Single Serving Sanka	Hot Chocolate-Single Serving
French Vanilla Cappuccino	Drink Mix Fruit Punch 6oz
Drink Mix Cherry 6oz	Drink Mix Grape 6oz
Drink Mix Orange 6oz	Drink Mix Lemonade 6oz
Coffee-Maxwell House Single Serving	Mocha Cappuccino 1oz
Coffee- Maxwell House 3oz	Crystal Light Lemon Single Serving
Crystal Light Strawberry	Creamer Pack 50 each
Sugar Substitute 50 each	St. Street Columbian Coffee
Drink Mix Tea 6oz	Hawaiian Punch
Three Musketeers	Fire Balls- 4oz bag
Butterfinger	Jolly Ranchers- Assorted 4oz bag
M&M Peanuts	Milky Way
Reese Peanut Butter Cup	Snickers
Twix	Baby Ruth
Sugar Free Hard candy	Starburst
Kit Kat	Reese’s Pieces
Nestle Crunch	Chick O Sticks
Skittles	Lemonhead
Cheetos 2oz	Cracker P.B. Cheese
Nacho Doritos	BBQ Chips
Fritos Honey Twist	Jalapeno Cheetos
Chips-Regular	Chili Cheese Corn Chips
Snack Crackers	Sweet & Spicy Mix
Ruffles Cheddar and Sour Cream	Peanuts-Salted
Crunch-N-Munch Toffee	Bugles Nacho Cheese Small
BBQ Corn Chips 10oz	Jalapeno Pretzel Bits
Crackers-Cheese on Cheese	Hot N Spicy Corn Chips 10oz
Gardettos Original Mix	Bugles Original
Assorted Granola Bars	Beef Stick
Beef and Cheese Stick	Cheese-Cheddar-PC
Cheese-Jalapeno-PC	Jelly Grape-PC
Mayo-PC	Peanut Butter-PC
Ramen Soup-Beef	Ramen Soup-Chicken
Ramen Soup-Chili	Ramen Soup Picante Beef
Flour Tortillas 10 ct	Runa Fish
Summer Sausage 5oz	Saltines-Box
Chili Rice and Red Beans 4.4 oz	Instant Chili 4oz
Pickle Dill	Ranch Dressing-PC
Salsa Cups-Mild 3oz	Ramen Soup Cajun Chicken

Summer Sausage Jalapeno 5oz	Salami 5oz
Grits-Single	Sardines
Oatmeal Maple and Brown Sugar	Chicken
Duplex Cookies 5oz	Chocolate Cupcakes
Iced Honey Bun 6oz	Vanilla Wafers 10oz
Grandma Choc Chip Cookies	Peanut Butter Cookies 5oz
Grandma Oatmeal Raisin Cookies	Pop Tart Strawberry 2pk
Pop Tart Blueberry 2pk	Cherry Cheese Danish
Apple Danish	Honey Bun Jumbo Glazed

ECCD Clothing

Description	Description
Boxers-2X Large	Boxers-3X Large
Boxers-Large	Boxers-Medium
Boxers-Small	Boxers-X Large
Sports Bra size 34	Sports Bra size 36
Sports Bra size 38	Sports Bra size 40
Sports Bra size 42	Shorts Blue 2X Large
Shorts Blue Large	Shorts Blue Medium
Shorts Blue X-Large	Panties-7
Panties-8	Panties-9
Socks	T-Shirts-3X Large
T-Shirts-4X Large	T-Shirts-Large
T-Shirts-Medium	T-Shirts-Small
T-Shirts-X Large	T-Shirts 2X Large
Thermal Bottoms-Medium	Thermal Bottoms-Large
Thermal Bottoms-X Large	Thermal Bottoms-2X Large
Thermal Bottoms-3X Large	Thermal Bottoms-4X Large
Thermal Top-Small	Thermal Top-Medium
Thermal Top-Large	Thermal Top-X Large
Thermal Top-2X Large	Thermal Top-3X Large
Thermal Top- 4X Large	Panties-6
Panties-10	Sports Bra size 32
Sports Bra size 44	Shorts Blue-4X Large
Clogs sz4	Clogs sz5
Clogs sz 6	Clogs sz7
Clogs sz8	Clogs sz9
Clogs sz10	Clogs sz11
Clogs sz12	Clogs sz13
Clogs sz14	Clogs sz15

Exhibit 2

ESCAMBIA COUNTY CORRECTIONS CURRENT WEEKLY STORE DELIVERY SCHEDULE

BUILDINGS/AREAS TO BE SERVICED	ESTIMATED NUMBER OF INMATES	COMMISSARY ORDER DAY	COMMISSARY DELIVERY DAY
Main Jail, Orange 2 and Blue 2	150 inmates	Wednesday	Thursday
Main Jail Special Housing II/Infirmary	125 inmates	Wednesday	Thursday
Main Jail, Orange 4 and Blue 4	240 inmates	Wednesday	Friday
Main Jail, Blue 6	125 inmates	Thursday	Monday
Main Jail, Green 2 and Red 2	135 inmates	Thursday	Monday
Main Jail, Green 3 and Red 3	155 inmates	Thursday	Tuesday
Work Release, Dorms 1 and 2	135 inmates	Thursday & Friday	Tuesday
Work Release, Dorms 3 and 4	165 inmates	Thursday & Friday	Tuesday
Road Prison	236 inmates	Tuesday	Thursday

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES

1.0 Purpose

The purpose of this document is to ensure that all Escambia County Board of County Commissioner's (ECBCC) sensitive data is secured by using strong encryption algorithms that have received substantial public review and have been proven to work effectively. Escambia County Information Technology provides access to a variety of Encryption Services and Enterprise Certification Authorities (CA).

2.0 Scope

This document applies to all data transmitted and stored within the ECGBCC information systems. It applies to all ECGBCC employees, contractors, consultants, and all other affiliated third parties operating within the ECGBCC information systems and networks.

3.0 Policies

3.1 Activity

3.1.1 Any and all activity within and through the ECBCC information systems involving encryption shall require direct involvement and documented approval by the Information Technology Department.

3.1.2 The ISS-ESU shall approve the storage and transfer of any data containing personal information and/or residing in the DMZ.

3.2 Encryption Algorithms

3.2.1 One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 256 bits:

□□□□□□□□□□□□□□□□□□□□

· Rijndael (AES)

3.2.2 PGP is an approved encryption standard provided that the PGP private key used to encrypt and /or sign data has been generated using a cipher meeting the requirements in section 3.2.1.

3.3 Data Hashing

The following standard data hashing algorithms shall be used to hash data. The key length for the algorithms shall be no less than 256 bits.

· SHA-2

- PKI

3.4 SSL Certificates

Web Server, SSH, IMAPS, SMTPS SSL certificates should have key lengths of no less than 256 bits.

3.5 Sensitive Data

Any data containing sensitive information, including, but not limited to: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information, should be encrypted when stored and during network transfers.

3.6 DMZ

3.6.1 Any and all activity within and through the ECBCC DMZ shall require direct involvement and documented approval by the Information Technology Department.

3.6.2 Any data accessible within the ECBCC DMZ or directly accessible from it should be encrypted.

3.6.3 Any data accessible within the ECBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information.

3.7 Data Backups

3.7.1 Any backup of ECGBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

3.8 Laptops and Removal Devices

3.8.1 All laptop hard drives should be encrypted.

3.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.

3.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

4.0 Guidelines

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

· SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.

· SSL certificates issued to servers and applications used by internal ECBCC resources should be issued by ECBCC's Certification Authority.

5.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term Definition

Encryption - Transforming understandable data into a form that is incomprehensible and that looks like random noise.

Hashing - An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.

DMZ De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.

Certification Authority (CA) In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties

7.0 Revision History

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

2.0 Scope

This document applies to all Contractors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Escambia County Board of County Commissioner's (ECBCC).

3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

4.0 Policies

4.1 Data Input and Processing

Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

4.1.1 The hosted application shall not have access to social security information.

4.1.2 The hosted application shall not have access to data containing bank information.

4.2 Data Storage and Handling

4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted: Name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, employee identification numbers, HIPAA and all PCI information.

4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted.

4.3 Disposal of Data

Once data is no longer needed or shall be removed from the system it shall be sanitized and disposed using one of the methods below:

4.3.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.

4.3.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

4.3.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

4.4 External Audit

4.4.1 The Contractor shall ensure that the web hosting environment and the application is secured using information security best practices.

4.4.2 If deemed necessary by the County, the external service, system, and application shall pass a yearly penetration test performed by Escambia County ISS personnel. This test will be billed to the Contractor.

5.0 Definitions

Term Definition

Bank Information - Checking account numbers, credit card numbers, or any unique number from a bank institution.

Electronic Media - Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.

Sanitization - To expunge data from storage media so that data recovery is impossible.

Physical Destruction - A sanitization method for optical media, such as CDs.

Florida Statue 119.071 - Detailed guidelines on usage of Social Security information.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 9, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.102 Inmate Commissary and Banking Services for the Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned solicitation. This Addendum Number 1 provides for a clarification regarding the Non-Mandatory Pre-Solicitation Conference.

> The Non-Mandatory Pre-Solicitation Conference is scheduled for September 10, 2019 at **3:30 PM**, CDT. Two errors in the solicitation suggested ~~1:00 PM~~. The correct schedule of events related to this RFP is listed on page 18 of 73 of the solicitation document.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 17, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals regarding the above-mentioned specification. Due to the volume of questions submitted and requests by potential bidders, this Addendum Number 2 provides an update to the Bid Due Date as well as the following additional calendar changes:

	Old Date	New Date
Last Date for Questions:	~~September 16, 2019~~	October 8, 2019
Solicitation Responses Due:	~~September 23, 2019 at 2:00 PM CDT~~	October 15, 2019 2:00 PM CDT
Short-List Meeting:	~~October 1, 2019~~	October 22, 2019
Discussion/Ranking Meeting:	~~October 9, 2019 at 1:00 PM CDT~~	November 6, 2019 1:00 PM CDT
1st Negotiation with Top-Ranked Firm:	~~October 31, 2019 at 9:00 AM~~	November 19, 2019 9:00 AM CDT
2nd Negotiation (if necessary):	~~November 4, 2019 at 1:00 PM~~	November 21, 2019 1:00 PM CDT
Target Board Date:	~~December 5, 2019~~	January 2, 2020

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 1, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides answers to questions which were submitted by potential bidders. The questions and answers are listed on the pages that follow.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. How many lobby kiosks does the current vendor provide at each facility?
A1. Main Jail – 2 (1 at Main Jail, 1 at Video Visitation) and
Road Prison – 1

Q2. What are annual commissary sales at each facility (excluding postage, phone time, web sales, and sales tax)?
A2. Main Jail - $884,942.27
Road Prison - $274,642.34

Q3. What is the current commission rate?
A3. The Main Jail currently receives a 47% commission on commissary sales, while the Road Prison receives a 38% commission on commissary sales excluding tobacco products and 20-ounce beverage vouchers. Those two categories receive a 28% commission.

Q4. What is the current ADP for each facility?
A4. Please refer to RFP page 22 of 73 for this information.

Q5. How do the inmates currently order commissary at each facility?
A5. Kiosks.

Q5.1. What form of ordering is preferred for the new facility?
A5.1. Kiosks are the only permitted method of ordering for the new agreement.

Q6. Does the facility utilize debit phone time?
A6. Yes.

Q6.1 Are the inmates charged a fee to transfer money to their phone account?
A6.1. This will no longer be permitted under the new agreement.

Q7. Who is the current food provider?
A7. The Jail utilizes Aramark and the Road Prison provides their meals in-house. The food itself is provided under a separate, multi-award agreement.

Q8. Does the facility currently purchase indigent/welfare from the commissary vendor?
A8. Yes, please refer to RFP pages 35 & 36 of 73 for this information.

Q9. What is the cost of the current indigent kit?

A9. Indigent Kit (1-Time Only)	$4.49
Indigent Kit Resupply (14-day)	$3.84
Indigent Kit Resupply (60-day)	$4.56

Q10. What is the cost of the current New Commit Kit?
A10. The County does not currently purchase New Commit Kits from the Commissary vendor.

Q11. Can friends and family order commissary items for inmates via a web site?
A11. Yes.

Q11.1 What are annual sales?

A11.1 Main Jail - $850,088.07, Road Prison just initiated a program and there are no sales figures available.

Q11.2 Does the facility receive commission on web sales? If so, what is the commission rate on these items?

A11.2 Yes. The commission rate is the same as noted in Q3 above.

Q12. For delivery of commissary orders to inmates, how many delivery personnel does the current vendor employ, how many hours does it take to complete delivery, and what is their rate of pay?

A12. Main Jail Delivery Personnel – 6
Delivery Time – 4-6 hours on average
Rate of Pay - $10-$16/per hour

Road Prison Commissary items are delivered to the facility by the vendor are distributed by staff at the facility.

The County expects that the new agreement will follow the same protocols.

Q13. What is the current cash transaction fee for lobby kiosks?

A13. Jail – $2.95 for up to $100.00, and $3.95 for deposits over $100.00.
Road Prison – a $3.00 fee on all deposits.

Q14. Please list all fees that are commissionable.

A14. Fees are not commissionable.

Q15. For how many dorms will the vendor be required to provide service at the new facility?

A15. Sixteen.

Q16. How many dorm kiosks does the Road Prison have or need?

A16. Two

Q17. How many kiosks will be required in each dorm of the new facility?

A17. Each dorm will need two wired kiosks and the vendor will need to run their own conduit and Cat-5 cables, however, Dorm B, Dorm D, and the Infirmary will require wireless kiosks. The vendor will be allowed to coordinate a connection to the Jail's wireless network with the County's I.T. department. With this connection, the County will be able to authenticate the kiosks based on their wireless NIC MAC address.

Q18. Is the County interested in a secure messaging feature that would allow inmates to message friend and family through a secure portal?

A18. All messages are to be reviewable by the facility. This can be presented as a value-add service during the proposal process.

Q19. Is the facility interested in inmate tables?

A19. This can be presented as a value-add service during the proposal process.

Q20. What other fees are charged to the inmate (e.g. medical, booking, etc.)?

A20. There is a $20.00 Booking Fee that is automatically assessed to the account, along with the $3.00 daily subsistence fee. Additionally, fees manually assessed include $3.00 prescription fee as well as $5.00 and $10.00 medical fees.

Q21. What inmate accounting software is the facility utilizing?

A21. Jail – Core and Work
Road Prison – Lockdown.

Q22. In the RFP on Page 39 of 73, Section 9 covering Liquidated Damages, sub-item "A", how many times under the current contract did the current vendor have to pay $500.00 for not delivering the commissary orders within four hours?

A22. The County's current agreement does not include Liquidated Damages. This is applicable for Section 9, sub-items A, B & C.

Q23. Please list all hardware that the commissary vendor will be required to provide.

A23. The commissary vendor is required to provide all hardware required for the delivery and provision of Inmate Commissary Services.

Q24. What is the Guaranteed Minimum Annual Commission Payment for the previous fiscal year?

A24. The County's current agreement does not provide for Guaranteed Minimum Annual Commission.

Q25. Can the County please provide the most recent FMV survey for the Work Release?

A25. Work Release is part of the Main Jail – under one commissary vendor.

Q26. How many individual inmate orders were delivered at the Main Jail for the months of June, July, and August?

A26. Main Jail – Average is 6,200 orders per month.
Road Prison – 361, 492, and 369 respectively.

Q27. What is the number of inmate workers used by the current vendor?

A27. Main Jail – On 9/25, there were 9.
Road Prison – N/A

Q28. What is the current schedule of inmate workers used by the current vendor?

A28. Pick-up: Between 6:30-7:30 AM, depending on headcount, and back to the floor by 11:30-13:30.

Q29. If an off-site operation is chosen, what would be the preferred delivery date and time for the orders to be delivered to the facility?

A29. This would have to be coordinated with the Jail's schedule at that time.

Q30. Please provide the size of the on-site workspace provided to the current commissary vendor at the Main Jail.

A30. We have an estimated 1,150 square feet of space in the current facility that can be utilized for commissary services.

Q31. Does the Main Jail utilize any package programs?

A31. Yes, the current commission rate is 47%.

Gross sales are: June: $68,735.13
July: $74,267.53
August: $72,830.18

Average number of orders over the last three months is 1,749, and there is no spending limit.

The Road Prison just started a package program 9/2019 so there is no sales data, however, the commission rate is 38%.

Q32. Does the Main Jail currently utilize a deposit service?

A32. Yes. Please see below for fee structures.

Main Jail – Fee Structure				
Gross Amount Deposited	Credit Card (Web)	Credit Card (Phone)	Credit Card (Lobby Kiosk)	Cash (Lobby Kiosk)
$0.01 - $19.99	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$2.95
$20.00 - $100.00	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$2.95
$100.01 - $199.99	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$3.95
$200.00 - $300.00	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$3.95

A32.1 The average dollar amount of deposits for the period of 10/01/2019 – 9/23/2019 is as follows:

Web $45.51
Phone $46.98
Kiosk $91.02

A32.2 The average transaction volume by type for the period of 10/01/2018 – 9/23/2019 is as follows:

Web 13,653 Purchases
Phone 1,907 Purchases
Kiosk 35,924 Purchases

A32.3 The Road Prison does utilize a deposit service and the fee is $3.00 on ALL deposits.

A32.4 The Road Prison average dollar amount of deposits for the period of June 2019 – August 2019 is as follows:

Web $44.04
Phone N/A
Kiosk $41.09

A32.5 The Road Prison average transaction volume by type for the period of June 2019 – August 2019 is as follows:

Web 2,021
Phone N/A
Kiosk 419

Q33. Does the County currently receive a commission on trust fund deposits?
A33. No.

Q34. Will the vendor be responsible for the wiring and installation of the kiosks required in the RFP?
A34. Yes, in addition to the kiosks, the vendor will need to install all wiring and conduit if there is no existing cabling. Where wiring exists, the vendor will need to maintain the wiring network to ensure proper operation of all kiosk units.

Q35. Will the County allow the vendor to install their own network?
A35. Potentially, yes, but this must be approved and then coordinated with the County's I.T. department as well as the Corrections Department.

Q36. Please list the number of kiosks needed at the following locations:
A36. Main Jail 39
Work Release 4
Road Prison 2

Q37. In reference to Page 23, D, (1a), must all five references be facilities where the vendor currently provides Commissary Services?
A37. Yes.

Q38. Were there any sales for Fresh Favorites over the last twelve months?
A38. No.

Q39. How does the County handle confidential documents submitted by the vendor such as financial statements or customer references?
A39. Generally, all information submitted in response to the RFP shall be public record and subject to Florida Statutes regarding public disclosure.

In addition to the Florida Statutes referenced below, please see Escambia County, FL Ordinance Sec. 86-137 – General Registration Conditions, specifically item "(m)" which states:

"Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to state law, including without limitation F.S. Ch. 119."

Please note that any items marked as confidential must meet Florida Statute definition(s) on what is and is not considered confidential.

Q40. Should the vendor own, write, operate and support the provided commissary and banking software for this project?

A40. Please refer to RFP Page 24 of 73, specifically A1, for the answer to this question.

Q41. Regarding item 3D10 on Page 28 of 73, is the County wanting the receipt numbers in sequential order to be the only recorded receipt number?

A41. Please see item 3D12 on Page 29 of 73.

Q42. For Inmate Release, who is the County's current provider, how many inmates are released on average each month, and does the County intend to issue a debit card to all inmates being released or is there a dollar threshold that must be met?

A42. The provider is Numi and the County currently averages 1,058 released inmates per month. Please see the RFP for complete information on how to handle the return of funds for released inmates.

Q43. Regarding cash bond and bail payment services, are bail/bond services included in this RFP?

A43. The County does not currently have the ability to accept and process bond payments.

Q44. Who will be responsible for the removal of cash from the lobby and intake kiosks?

A44. The vendor is responsible for removal of the cash from the lobby and intake kiosks.

Q45. Please clarify which proposal format is to be utilized. There is one on Page 20 of 73 and another on Page 42 of 73.

A45. Please utilize the proposal format shown in page 42 of 73.

Q46. Please provide a copy of the current commissary menus with pricing from each facility, copies of the last three months sales invoices for each facility, and a product sales report for one month from each facility.

A46. These are attached on the pages that follow.

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 06/30/2019 01:58:50PM
Start Date: 06/01/2019 12:00:00AM
End Date: 06/30/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	6,768.83	0.00	6,768.83	47.00%	3,181.35
204.55	BEVERAGES	7,969.31	160.82	8,130.13	47.00%	3,745.58
204.55	BEVERAGES NONTAX	5,481.71	0.00	5,481.71	47.00%	2,576.40
205.00	CANDY	4,121.80	293.44	4,415.24	47.00%	1,937.25
209.14	CLOTHING	2,829.24	207.40	3,036.64	47.00%	1,329.74
211.70	GENERAL MERCHANDISE	3,212.18	222.80	3,434.98	47.00%	1,509.72
209.60	GROCERY	23,360.48	2.40	23,362.88	47.00%	10,979.43
217.30	HEALTH & BEAUTY	5,101.16	323.80	5,424.96	47.00%	2,397.55
217.30	HEALTH & BEAUTY NONTAX	378.90	0.00	378.90	47.00%	178.08
217.30	INDIGENT - HEALTH & BEAUTY	2,181.41	0.00	2,181.41	0.00%	0.00
216.50	POSTAGE	1,358.53	0.00	1,358.53	0.00%	0.00
207.00	SALTY SNACKS	11,377.35	0.00	11,377.35	47.00%	5,347.35
	Totals For: ESCAMBIA COMMISSARY	**74,140.90**	**1,210.66**	**75,351.56**		**33,182.45** √

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	68,308.25	426.88	68,735.13	47.00%	32,104.88
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**68,308.25**	**426.88**	**68,735.13**		**32,104.88**
	Grand Totals:	**142,449.15**	**1,637.54**	**144,086.69**		**65,287.33**

* All commissions are based on net sales. *

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 07/31/2019 06:12:20PM
Start Date: 07/01/2019 12:00:00AM
End Date: 07/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	5,854.44	0.00	5,854.44	47.00%	2,751.59
204.55	BEVERAGES	7,789.89	196.49	7,986.38	47.00%	3,661.25
204.55	BEVERAGES NONTAX	4,761.24	0.00	4,761.24	47.00%	2,237.78
205.00	CANDY	3,701.18	270.67	3,971.85	47.00%	1,739.55
209.14	CLOTHING	3,303.24	244.17	3,547.41	47.00%	1,552.52
211.70	GENERAL MERCHANDISE	3,099.25	216.34	3,315.59	47.00%	1,456.65
209.60	GROCERY	25,229.91	0.00	25,229.91	47.00%	11,858.06
217.30	HEALTH & BEAUTY	4,888.96	362.69	5,251.65	47.00%	2,297.81
217.30	HEALTH & BEAUTY NONTAX	302.64	0.00	302.64	47.00%	142.24
217.30	INDIGENT - HEALTH & BEAUTY	2,579.12	0.00	2,579.12	0.00%	0.00
216.50	POSTAGE	1,092.81	0.00	1,092.81	0.00%	0.00
207.00	SALTY SNACKS	11,412.53	0.00	11,412.53	47.00%	5,363.89
	Totals For: ESCAMBIA COMMISSARY	**74,015.21**	**1,290.36**	**75,305.57**		**33,061.34**

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	73,856.87	410.66	74,267.53	47.00%	34,712.73
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**73,856.87**	**410.66**	**74,267.53**		**34,712.73**
	Grand Totals:	**147,872.08**	**1,701.02**	**149,573.10**		**67,774.07**

* All commissions are based on net sales.

Sales And Commission Report

Print Date: 09/10/2019 02:38:23PM
Start Date: 08/01/2019 12:00:00AM
End Date: 08/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	6,805.00	0.00	6,805.00	47.00%	3,198.35
204.55	BEVERAGES	8,747.45	190.77	8,938.22	47.00%	4,111.30
204.55	BEVERAGES NONTAX	5,961.20	0.00	5,961.20	47.00%	2,801.76
205.00	CANDY	4,257.56	311.23	4,568.79	47.00%	2,001.05
209.14	CLOTHING	3,474.79	253.73	3,728.52	47.00%	1,633.15
211.70	GENERAL MERCHANDISE	4,085.94	288.10	4,374.04	47.00%	1,920.39
209.60	GROCERY	26,103.10	0.00	26,103.10	47.00%	12,268.46
217.30	HEALTH & BEAUTY	5,392.03	395.57	5,787.60	47.00%	2,534.25
217.30	HEALTH & BEAUTY NONTAX	334.20	0.00	334.20	47.00%	157.07
217.30	INDIGENT - HEALTH & BEAUTY	3,033.34	0.00	3,033.34	0.00%	0.00
216.50	POSTAGE	1,255.60	0.00	1,255.60	0.00%	0.00
207.00	SALTY SNACKS	12,454.75	0.00	12,454.75	47.00%	5,853.73
	Totals For: ESCAMBIA COMMISSARY	**81,904.96**	**1,439.40**	**83,344.36**		**36,479.53**

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	72,440.40	389.78	72,830.18	47.00%	34,046.99
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**72,440.40**	**389.78**	**72,830.18**		**34,046.99**
	Grand Totals:	**154,345.36**	**1,829.18**	**156,174.54**		**70,526.52**

* All commissions are based on net sales. *

MAIN JAIL COMMISSARY MENU

Advanced Inventory for Aramark **Escambia County Jail FMV** **August.2019**

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	PEOPLES	WALG	TARGET	**AVG**	**NO TAX**	**FMV**
1000	**Acetaminophen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1489	**Allergy**	$1.28	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1041	**Antacid**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1018	**Ibuprofen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1165	**Antibact Soap**	$1.23			$ 1.29		$ 1.10		$ 1.10		$ 1.16		$ 1.16
1035	**Baby Powder**	$2.26					$ 2.39		$ 1.79	$ 0.97	$ 1.72		$ 1.72
1085	Balsam Shampoo	$3.42					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1375	Bergamont	$2.56					$ 2.99	$ 1.59	$ 3.49		$ 2.69		$ 2.69
1408	Body Wash 8 oz.	$2.13					$ 1.99		$ 2.00	$ 0.99	$ 1.66		$ 1.66
1478	Bodyguard Deodorant	$3.69		$ 2.49			$ 3.49		$ 3.79		$ 3.26		$ 3.26
1046	Bodywash 12oz	$2.99					$ 2.39		$ 2.99	$ 2.39	$ 2.59		$ 2.59
1036	Cocoa Butter Cream	$4.06					$ 4.79		$ 4.49	$ 2.99	$ 4.09		$ 4.09
1404	Coconut Oil Conditioner	$3.82					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1032	Colgate Toothpaste	$2.09					$ 2.49		$ 1.79	$ 1.69	$ 1.99		$ 1.99
1186	**Comb**	$1.79			$ 0.99	$ 1.49	$ 1.79				$ 1.42		$ 1.42
1122	**Conditioner V05**	$2.16	$ 2.49	$ 1.99			$ 1.69				$ 2.06		$ 2.06
1005	Contact Lens Case	$2.23					$ 2.05		$ 3.99	$ 1.48	$ 2.51		$ 2.51
1400	Contact Lens Solution	$5.59					$ 5.79		$ 5.99	$ 5.79	$ 5.86		$ 5.86
1687	Dalan Cocoa Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1426	Dalan Shea Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1150	Denture Adhesive	$5.46					$ 5.59		$ 5.29	$ 4.39	$ 5.09		$ 5.09
1053	Dial Roll-On Deodorant	$4.79					$ 4.19		$ 5.29	$ 4.39	$ 4.62		$ 4.62
1064	Freshscent Lady's Clear stick deo	$3.56		$ 2.49		$ 3.49	$ 3.39				$ 3.12		$ 3.12
1012	Hair Brush Club	$3.66					$ 3.99	$ 2.49	$ 4.49		$ 3.66		$ 3.66
1086	Hair Pick	$1.23					$ 2.69	$ 1.00	$ 1.16		$ 1.62		$ 1.62
1112	HairFood 4oz	$3.36					$ 3.29	$ 1.59	$ 3.49		$ 2.79		$ 2.79
1093	**Halls Cough Drops - Menthol**	$1.48	$ 1.29	$ 1.89		$ 1.69					$ 1.62		$ 1.62
1201	Lotion - Cocoa Butter 18oz	$3.93					$ 7.59		$ 7.49	$ 5.39	$ 6.82		$ 6.82
1063	Magic Shave Cream	$4.62					$ 4.69	$ 4.29	$ 4.99		$ 4.66		$ 4.66
1409	Efferdent - Each	$0.16		SINGLE SERVE ITEM									$ 0.16
1172	Hair Tie single	$0.25		SINGLE SERVE ITEM									$ 0.25
1213	Maxi Pad	$0.15		SINGLE SERVE ITEM									$ 0.15

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**NO TAX**	**FMV**
1082	Petroleum Jelly	$1.50				$ 2.79	$ 1.49	$ 1.99			$ 2.09		$ 2.09
1145	Right guard gel deodorant	$3.69			$ 3.99	$ 2.49	$ 3.89				$ 3.46		$ 3.46
1024	Shampoo - Dandruff 13.5 oz	$6.86					$ 6.99	$ 6.99		$ 5.99	$ 6.66		$ 6.66
1121	Shampoo V05	$2.16	$ 2.49			$ 1.99	$ 1.69				$ 2.06		$ 2.06
1422	Shave Cream	$2.39					$ 2.39	$ 1.79		$ 1.49	$ 1.89		$ 1.89
1027	**Soap - Irish Spring**	$1.23	$ 1.59		$ 1.29		$ 1.20				$ 1.36		$ 1.36

1029	Soap Dish	$1.86					$ 1.89	$ 2.29		$ 1.09	$ 1.76		$ 1.76
1185	Styling Gel	$3.13					$ 2.99	$ 3.99		$ 2.99	$ 3.32		$ 3.32
1414	Tampon	$0.47		SINGLE SERVE ITEM									$ 0.47
1179	Toothbrush - Shorty	$0.22		SPECIALIZED ITEM									$ 0.22
1045	Toothpaste - Close Up	$1.99					$ 2.49	$ 1.79		$ 1.69	$ 1.99		$ 1.99
1267	**VO5 2IN1 Shampoo/Cond**	$2.16	$ 2.49		$ 2.29	$ 1.99	$ 1.69				$ 2.12		$ 2.12
1113	Cocoa Butter Lotion 4oz.	$2.19					$ 2.19	$ 3.99		$ 1.49	$ 2.56		$ 2.56
BEVERAGE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
3125	**Coffee - Maxwell House 3 oz.**	$ 4.88	$ 3.09		$ 4.79	$ 5.59					$ 4.49	$ 0.34	$ 4.83
3318	Hawaiian Green Berry 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3004	Coffee - Decaf Single Serving Sanka	$ 0.25		SINGLE SERVE ITEM									$ 0.25
3002	Coffee-Maxwellhouse Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3401	Creamer Pouch	$ 3.79		SPECIALIZED ITEM									$ 3.79
3137	Crystal Light Lemon Indv.	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3196	Crystal Light Strawberry	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3046	French Vanilla Cappuccino	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3012	Hot Chocolate - Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3089	Mocha Cappuccino 1 oz.	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3406	St. Street Columbian Coffee	$ 3.95	$ 4.79		$ 4.79	$ 5.59					$ 5.06	$ 0.38	$ 5.44
3150	Sugar Sub 100 ct Box	$ 3.99	$ 3.69					$ 5.99	$ 2.00		$ 3.89	$ 0.29	$ 4.19
3337	Hawaiian Red Punch 8ct	$ 2.88		SIZE NOT SOLD									$ 2.88
3338	Hawaiian Berry Blue 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3319	Hawaiian Wild Purple 8Ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3052	Drink mix Lemonade 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
3047	Drink Mix Fruit Punch 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
BEVERAGE													
PLU	Item	Price											
3051	Drink Mix Tea 6oz	$ 1.75		SINGLE SERVE ITEM									$ 1.75
CANDY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CIRCLE K	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
9016	**Baby Ruth**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9003	**Butterfinger**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9023	**Kit Kat**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9007	**M&M Peanuts**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9009	**Milky way**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9101	**Nestle Crunch**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9011	**Reese Peanut Butter Cup**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9012	**Skittles**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9013	**Snickers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9022	**Starburst**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9001	**Three Musketeers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52

9015	**Twix**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9055	Sour Balls	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9062	All Stars	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9004	Butterscotch	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9030	Cinnamon Disk	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9002	Fire Balls - 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9006	Jolly Ranchers - Assrted 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9054	Lemonhead	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9060	Starlight	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9017	Sugar Free Hard Candy	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9128	Chick O Sticks	$ 0.40	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	EXXON	CIRCLE K	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
6117	Jalapeno Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
6108	Crackers P.B.Cheese	$ 0.72	$ 0.59			$ 0.59	$ 0.99				$ 0.72	$ 0.05	$ 0.78
6058	Crunch-N-Munch Toffee	$ 2.53			SIZE NOT SOLD								$ 2.53
6207	Hot N Spicy Corn Chips 10 oz.	$ 3.79	$ 3.79			$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6245	Gardettos Original Mix	$ 1.01	$ 0.99		$ 0.89	$ 0.99					$ 0.96	$ 0.07	$ 1.03
6197	Sweet & Spicy Mix	$ 0.62	$ 0.89		$ 0.89	$ 0.99					$ 0.92	$ 0.07	$ 0.99
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	EXXON	WALG	TARGET	**AVG**	**TAX**	**FMV**
6049	Peanuts - Salted	$ 0.62	$ 0.59	$ 0.59	$ 0.59	$ 0.69					$ 0.62	$ 0.05	$ 0.66
6032	Snack Crackers	$ 2.84					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
4048	Vista Saltine Box	$ 2.75					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
6096	BBQ Corn Chips 10 oz.	$ 3.79	$ 3.79		$ 3.79	$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6349	Crackers - Spicy Cheese	$ 0.72	$ 0.59		$ 0.59	$ 0.99					$ 0.72	$ 0.05	$ 0.78
6268	Buffalo Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
	CHIPS & SNACKS					SUBW1	SUBW2	SUBW3			**AVG**	**TAX**	**FMV**
6039	**Ruffles Cheddar & sour cream**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6009	**Nacho Doritos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6010	**Fritos Honey BBQ Twist**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6021	**Jalapeno Cheetos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6000	**Doritos Sweet Chili**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6008	**Doritos Cool Ranch**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6004	**Lay's Salt & Vinegar**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6018	**Lay's Sour Cream & Onions**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6012	**BBQ Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6001	**Cheetos 2 oz.**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6002	**Cheetos Flamin Hot**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6031	**Chili Cheese Corn Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6026	**Chips - Regular**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**

4001	Beef & Cheese Stick	$ 1.99	$ 2.39		$ 1.99	$ 2.19					$ 2.19	$ 0.16	$ 2.35
4025	Beef Stew	$ 4.59	$ 4.29			$ 5.49	$ 3.89				$ 4.56	$ 0.34	$ 4.90
4000	Beef Stick	$ 1.49	$ 1.49			$ 1.49	$ 1.79				$ 1.59	$ 0.12	$ 1.71
4095	Hot Pepper Cheese Stick	$ 2.99		SPECIALIZED ITEM									$ 2.99
4003	Chicken Pouch	$ 3.75		SPECIALIZED ITEM									$ 3.75
4115	Chili Rice an Red Beans 4.4 oz	$ 2.14		SPECIALIZED ITEM									$ 2.14
4026	Chilli w/ Beans	$ 4.39		SPECIALIZED ITEM									$ 4.39
4501	Fish Steak	$ 2.68	$ 1.79			$ 2.09	$ 2.09				$ 1.99	$ 0.15	$ 2.14
4320	Flour Tortillas 10 ct	$ 2.49		SIZE NOT SOLD									$ 2.49
4057	Grits - Box	$ 5.88	$ 2.79				$ 4.99			$ 2.39	$ 3.39	$ 0.25	$ 3.64
4002	Cheese - Cheddar - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
4007	Cheese - Jalapeno - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	CIRCLE K	CVS	EXXON	TARGET	WALG	**AVG**	**TAX**	**FMV**
4193	Ranch Dressing PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4008	Jelly Grape - PC	$ 0.30		SINGLE SERVE ITEM									$ 0.30
4009	Mayo - PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4011	Peanut Butter - PC	$ 0.69		SINGLE SERVE ITEM									$ 0.69
4091	Nacho Cheese Dip cup	$ 1.19		SINGLE SERVE ITEM									$ 1.19
4116	Instant Chili 4 oz	$ 1.77		SPECIALIZED ITEM									$ 1.77
4164	Jalapeno slices	$ 0.85		SINGLE SERVE ITEM									$ 0.85
4055	Oatmeal Maple& brown sugar	$ 4.90					$ 4.99		$ 2.39		$ 3.69	$ 0.28	$ 3.97
4151	**Pickle Dill**	$ 1.71	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4004	**Titos Hot Pickle**	$ 1.62	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4262	Salsa Cups - Mild 3 oz	$ 1.43	$ 1.19	$ 1.19	$ 1.19						$ 1.19	$ 0.09	$ 1.28
4308	Sardines	$ 2.06	$ 1.79				$ 2.09	$ 2.09			$ 1.99	$ 0.15	$ 2.14
4013	**Ramen Soup - Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4014	**Ramen Soup - Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4015	**Ramen Soup - Chili**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4281	**Ramen Soup Cajun Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4016	**Ramen Soup Picante Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4295	Salami 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4070	Spicy Meat & Cheese stick	$ 1.99	$ 2.39			$ 2.19		$ 2.29			$ 2.29	$ 0.17	$ 2.46
4292	Summer Sausage 5oz.	$ 2.79		SIZE NOT SOLD									$ 2.79
4293	Summer Sausage Jalapeno 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4359	Tuna Fish	$ 2.17	$ 2.49				$ 1.79			$ 1.79	$ 2.02	$ 0.15	$ 2.18
	COOKIES & PASTRIES												
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5093	**Apple Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5094	**Banana Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5098	**Blueberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5064	**Cherry Cheese Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5005	**Chocolate Cupcakes**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85

5025	**Big Texas Cinnamon Roll**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5353	**Cinnamon Swirl Bun**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5070	Grandma Brownie Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5024	Grandma Choc Chip Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5047	Grandma Oatmeal Raisin Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5044	Grandma Peanut Butter cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5133	**Honey Bun Jelly Swirl**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5091	**Honey Bun Jumbo Glazed**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5008	**Iced Honey Bun 6 oz**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5258	**Red Velvet Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5066	**Strawberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5278	**Peanut Butter Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5104	**Vanilla Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5367	Duplex Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5161	Lemon Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5056	Peanut Butter Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5372	Strawberry Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5018	Vanilla Wafers 10 oz	$ 2.09		SIZE NOT SOLD									$ 2.09
5062	**Pop Tart Blueberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
5060	**Pop Tart Strawberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
GENERAL MERCHANDISE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
7110	Batteries AA 1 each	$ 0.80		SSI								$ -	$ 0.80
7033	Crossword Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7027	Sudoko Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7003	Word Search Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7002	Ear Buds	$ 6.99					$ 9.99	$ 6.99		$ 6.99	$ 7.99	$ 0.60	$ 8.59
7099	Legal Pad - White	$ 1.99					$ 2.29	$ 1.50		$ 1.25	$ 1.68	$ 0.13	$ 1.81
7010	Playing Cards	$ 3.09	$ 2.89				$ 4.79			$ 2.99	$ 3.56	$ 0.27	$ 3.82
7383	Flex Pen Black	$ 0.47		SPECIALIZED ITEM									$ 0.47
7032	Eraser for Pencil	$ 0.20		SINGLE SERVE ITEM									$ 0.20
7023	Pocket Dictionary English	$ 2.99		SPECIALIZED ITEM									$ 2.99
7228	Pocket Dictionary Spanish	$ 2.99		SPECIALIZED ITEM									$ 2.99
7011	Radio w/earbuds	$ 41.75		SPECIALIZED ITEM									$ 41.75
7076	Reading Glasses 1.00	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7077	Reading Glasses 1.25	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7039	Reading Glasses 1.50	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
GENERAL MERCHANDISE													
PLU	Item	Price	CVS	WALGREENS	FAM $	TARGET					**AVG**	**TAX**	**FMV**
7078	Reading Glasses 1.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7040	Reading Glasses 2.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31

7079	Reading Glasses 2.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7041	Reading Glasses 2.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7080	Reading Glasses 2.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7042	Reading Glasses 3.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7081	Reading Glasses 3.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7120	Reading Glasses 3.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7016	Tumbler w/Lid	$ 0.70		SPECIALIZED ITEM									$ 0.70
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8000	**Boxers - 2X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8001	**Boxers - 3X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8003	**Boxers - Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8004	**Boxers - Medium**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8005	**Boxers - Small**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8006	**Boxers - X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8418	Clogs Sz 10	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8419	Clogs Sz 11	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8420	Clogs Sz 12	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8421	Clogs Sz 13	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8422	Clogs Sz 14	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8423	Clogs Sz 15	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8412	Clogs Sz 4	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8413	Clogs Sz 5	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8414	Clogs Sz 6	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8415	Clogs Sz 7	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8416	Clogs Sz 8	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8417	Clogs Sz 9	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8088	Panties - 10	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8087	Panties - 6	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8020	Panties - 7	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8021	Panties - 8	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	$ GENERAL	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8022	Panties - 9	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8012	**Shorts Blue 2X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8411	**Shorts Blue 4X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8013	**Shorts Blue Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8014	**Shorts Blue Medium**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8015	**Shorts Blue X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8036	Socks	$ 1.79							$ 6.00		$ 6.00	$ 0.45	$ 6.45
8109	Sports Bra size 32	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8007	Sports Bra size 34	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8008	Sports Bra size 36	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46

8009	Sports Bra size 38	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8010	Sports Bra size 40	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8011	Sports Bra size 42	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8353	Sports Bra size 44	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8052	**Thermal Bottom - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8053	**Thermal Bottom - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8054	**Thermal Bottom - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8050	**Thermal Bottom - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8049	**Thermal Bottom - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8051	**Thermal Bottom - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8058	**Thermal Top - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8059	**Thermal Top - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8060	**Thermal Top - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8056	**Thermal Top - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8055	**Thermal Top - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8057	**Thermal Top - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8047	T-Shirts - XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8048	T-Shirts - 2XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8042	T-Shirts - 3XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8043	T-Shirts - 4XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8044	T-Shirts - Large	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8045	T-Shirts - Medium	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8046	T-Shirts - Small	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
Indigent Kits													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
7287	Indigent Supply (1 Time Only)	$ 4.49		SPECIALIZED ITEM									$ 4.49
2714	Indigent Resupply (14 Day)	$ 3.84		SPECIALIZED ITEM									$ 3.84
2715	Indigent Resupply (60 Day)	$ 4.56		SPECIALIZED ITEM									$ 4.56
POSTAGE													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2001	Stamped Envelope	$ 0.73		SINGLE SERVE ITEM									$ 0.73
PHONE TIME													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2049	Phone Time	$ 1.00		SPECIALIZED ITEM									$ 1.00

JAIL ADDRESS:
Escambia County Jail
1700 W Leonard St
Pensacola, FL 32501

Stores Visited:

Circle K - 4450 Bayon Blvd, Pensacola, FL 32503

Smart Mart - 1412 W. Fairfeld Dr, Pensacola, FL 32503
Exxon - 2800 W Fairfield Dr, Pensacola, FL 32503
Target - 4711 Bayou Blvd, Pensacola, FL 32505
Raceway - 2741 W Fairfield Dr, Pensacola, FL 32505
Shell - 3900 N. Davis Hwy, Pensacola, FL 32503
Wallgreens - 85 Beverly Pkwy, Pensacola, FL 32505
People's Beauty Supply - 3886 N 9th Ave, Pensacola, FL 32503
CVS - 3880 N. 9th Ave, Pensacola, FL 32503
Family Dollar - 1817 W Fairfield Dr, Pensacola, FL 32505
Subway 1 - 3101 N. Pace Blvd, Pensacola, FL 32505
Subway 2 - 5007 N. Davis Hwy, Pensacola, FL 32505
Subway 3 - 120 Chiefs Way, Pensacola, FL 32507
Dollar General 6601 N. Davis Hwy, Pensacola, FL 32504

ROA D PRISON COMMISSARY MENU

ID: Printed Name:

Location: Signature:

Revised 9/17/2019

Date:

*I authorize the deduction of funds to pay for the items selected.

CLOTHING

10549	Orange Canvas Shoes Size 7	10.36
10550	Orange Canvas Shoes Size 8	10.36
10551	Orange Canvas Shoe Size 9	10.36
10552	Orange Canvas Shoe Size 10	10.36
10553	Orange Canvas Shoe Size 11	10.36
10554	Orange Canvas Shoe Size 12	10.36
10555	Orange Canvas Shoe Size 13	10.36
10556	Orange Canvas Shoe Size 14	10.36

PERSONAL HYGIENE

1320	Neutrogena Soap	6.68
1396	Ivory Toothbrush (TB30)	0.49
1400	Crest Toothpaste(4.6oz.)	3.19
1401	Closeup Toothpaste	3.18
1407	Toothbrush Holder	0.85
1408	Plastic Soap Dish	1.25
1410	Pocket Comb - 5"	0.61
1414	Stavdent Denture Adhesive Cream	4.48
1416	Denture Cleaner Tablets (6pk)	0.78
1417	Denture Bath	3.12
1424	Noxzema	3.42
1426	Irish Spring	1.72
1427	Ultra Brite w/Advanced Whitening	3.17
1428	Foot Powder	3.70
1434	Blistex Lip Therapy	2.90
1435	Magic Shave Cream Tube	4.83
1436	Mennon Clear Speed Stick	3.65
1438	Murray's Superior Hair Dressing.	4.28
1439	Sure Deod.	3.14
1440	Cocoa Butter Stick	2.25
1444	Palmolive Deod. Soap	1.28
1446	Dawn Mist 3 oz. Soap (SP30)	0.95
1450	Anti Fungel Cream	4.81
1452	Lady Speed Stick	3.12
1454	Ivory Soap	1.07
1455	Ambi Complexion Bar	3.47
1456	Ambi Cocoa Butter Soap	3.47
1458	Dial Soap - 3.5 oz.	1.66
1459	Dove soap	2.53
1463	Multi Purpose Solution	5.22
1476	BP35 4oz Baby Powder	1.22
1477	BA3312 4oz Baby Oil	1.44
1478	4oz Cocoa Butter Lotion	1.20
1479	MS3367 4oz Shampoo and Body Bath	1.24
1480	HC3336 4oz Conditioner	1.24
1482	Lusti Hair Food	2.40
1483	Shampoo, Shave Gel, Body Wash 4 oz	1.24
1484	4 oz. Tearless Shampoo	1.24
1494	2 oz mouthwash - MR02	0.75
1498	4 oz. Dandruff Shampoo	1.53
1499	Suave Body Wash - 12oz.	4.30

MEDICAL

19101	Generic Tylenol	0.63
19102	Advil	0.63
19103	Alka Seltzer	0.90
19105	Rolaids / Tums	1.18
19108	Hydrocortisone Cream	0.42
19110	Hemorrhoidal Ointment	4.35
19113	Halls Cherry Cough Drops	0.91
19116	ClearZit Acne Cream	2.71

MISC

1028	Ear Buds Electronic	3.98
1031	UNO Cards	7.22
1034	Rook Card Game	7.22
1536	Generic Playing Cards	2.43
1644	Stamped Envelope	0.69
1653	Drawing Pad	1.37
1654	Writing Pad	1.37
1655	9 x 12 Envelope	0.46
1661	Mechanical Pencils	0.45
1675	Birthday Card Male	1.49
1676	Birthday Card Female	1.49
1677	Birthday Card Child Female	1.49
1678	Birthday Card Child Male	1.49
1679	Christmas Card	1.49
1680	Get Well Card	1.49
1681	Sympathy Card	1.49
1682	Thank You Card	1.49
1683	Mother's Day Card	1.49
1684	Father's Day Card	1.49
1685	Anniversary Card	1.49
1686	Valentines Day Card	1.49
1687	All Occasion Card	1.49
1688	Easter Card	1.49
1689	Friendship Cards	1.49
1690	I Love You Cards	1.49
1991	AAA (4 pack)	3.25
50546	Clear AM/FM Radio (uses AAA)	31.50

CANDY

1696	Twizzlers LSC	1.28
1700	Big Reese Cup	1.38
1701	3 Musketeer Non UPC	1.16
1703	M&M Peanut Non UPC	1.16
1704	Starburst Non UPC	1.16
1705	Snickers Non UPC	1.16
1706	Skittles Non UPC	1.16
1707	Whoppers	1.16
1708	Milky Way Non UPC	1.16
1709	Now & Later	1.16
1710	Kit Kat - LSC	1.38
1712	Whatchamacallit	1.38
1713	Twix Non UPC	1.16
1714	Jelly Beans	1.24
1715	Baby Ruth	1.16
1716	Fast Break	1.16
1717	Butterfinger	1.16
1721	Jaw Breakers	1.28
1722	Sour Fruit Balls	1.28
1723	Atomic Fire Balls	1.28
1724	Jolly Ranchers	1.58
1726	Butterscotch Buttons	1.24
1728	Lemon Heads	1.18
1731	Chick O Stick	0.79
1734	Ole School Corn Flake Chewy	1.21
1742	M&M Plain Non UPC	1.16
1746	Hershey's Gold Candy Bar	1.16

BEVERAGES

1106	Coca Cola Voucher	1.50
1125	Ind. S.F. Grape Drink Mix(10 ct.)	3.06
1127	Tasters Choice Hazlenut	0.39
1298	Hawaiian Punch Fruit Juicy Red Singl	2.85
1300	Swiss Miss	0.47
1301	Capri Sun Juice	0.79
1302	Ind. Orange Drink Mix	0.46
1304	Ind. Ice Tea Mix	0.46
1305	Boston's Best Columbian	4.70
1306	Yoo Hoo	0.89
1307	Taster's Choice Ind. Cof.	0.39
1310	Ind. Fr. Punch Mix	0.46
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	3.06
1313	Ind. S.F. Orange (10 ct.)	3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	3.06

CHIPS / SNACKS

1087	Marias Cookies	1.44
1092	Sharp Squeeze Cheese(14 oz.bottle)	5.62
1096	Jalapeno Cheese Squeeze Bottle	4.75
1097	French Onion Dip 6.35 oz	2.25
1098	Cheddar Cheese Dip 6.35 oz	2.25
1308	Frosted Flakes 1 oz.	0.82
1319	Raisin Bran Cereal 1.25 oz.	0.82
1573	Ind. Peanut Butter Pack	0.80
1574	Ind. Jelly Pack	0.59
1575	ketchup (12 ct.)	1.73
1576	mustard (12 ct.)	1.73
1577	mayo (12 ct)	2.16
1578	Hot sauce (10 ct.)	1.73
1579	Ind. Sugar Packs (10ct.)	0.76
1580	Ind. Cream Packets (20ct.)	1.37
1600	Ramen Chili	0.82
1601	Ramen Chicken	0.82
1602	Ramen Beef	0.82
1606	Ramen Cajun Chicken	0.82
1607	Ramen Shrimp	0.82
1608	Sweet Sue Chicken Pouch	5.95
1609	Western Style Hot Chili	2.80
1610	Chili w/Beans Pouch	2.80
1611	Beef Stew Pouch	2.80
1735	Grandma Peanut Butter Cookie	1.16
1795	Banana Nut Muffin 4.5 oz.	2.75
1796	Blueberry Muffins 4.5 oz.	2.75
1798	Strawberry Poptart	1.06
1799	Iced Oatmeal Cookie 5oz	1.27
1800	Nutty Buddy Bar	1.16
1801	Fudge Brownie	0.79
1802	Honey Bun 4 oz.	1.16
1808	Lemon Cream Cookies (5 oz.)	1.17
1809	Peanut Butter Cr. Cookie 5 oz.	1.17
1810	Powdered Gem Donuts	1.16
1812	Iced Honey Bun	1.21
1813	Duplex Cream Cookie 5 oz.	1.27
1814	Strawberry Cream Cookies (5 oz.)	1.17
1816	Banana Moon Pie	1.40
1818	Granola Bar	1.01
1821	Van-O-Lunch Cookies	0.76
1823	Vanilla Moon Pie	1.40
1824	Lookout Pecan Pie	1.88
1826	Toastchee Spicy Cheddar	0.76
1899	Snack Crackers (large bx)	4.92
1900	Chocolate Chip Cookies 5oz	1.27
1902	Jay's Jalapeno Cruncher Chips	0.86
1903	Kosher Dill Chip	0.86
1905	Dorito Nacho - LSS	1.35
1906	Hot Buffalo Wing Chips	0.86
1907	Jalapeno Cheeto - LSS	1.35
1908	Snyders Hot Buffalo Pieces LSS	1.35
1910	Saltines	0.46
1911	Toastchee Cracker	0.76
1912	Cheese on Wheat Crackers	0.76
1916	Peanut Bar	0.88
1918	Sugar Free Vanilla Wafers	0.87
1924	Voodoo Chips LSS	1.35
1925	Hot and Spicy Chips	0.86
1926	White Cheddar Popcorn	0.86
1927	Jalapeno Poppers Curls	0.86
1928	Sour Cream & Onion Chips	0.86
1929	Salted Peanuts	0.76
1930	Lays Plain - LSS	1.26
1931	Kars Sweet N Salty Mix 3.5 oz.	1.89
1932	Snyders Jalapeno Pieces - LSS	1.35
1935	Malt Crackers	0.76
1936	Nekot Cookies	0.76
1937	Baby Back Ribs Potato Chips - LSS	1.35
1938	Honey Mustard w/Onion Pieces	1.35
1940	Big Bag Hot Pork Skin	2.25
1941	Big Bag BBQ Pork Skins	2.25
1943	Ranch Dressing Individual	0.55
1945	Pepperoni Sticks	4.60
1947	Beef Jerky	1.75
1948	Creamy Ranch Habanero Chips	0.86
1951	Kars Sweet & Spicy Mix	4.25
1952	Tijuana Mama Hot Sausage	1.99
1954	Gold-n-Cheese Crackers	0.76
1955	Combos Pretzel	1.59
1964	Kar Sriracha Peanuts - 3.5 oz.	1.92
1968	Takis Fuego - 2 oz.	2.40
1975	Chicken of Sea Mackerel	3.12
1979	Beef Summer Sausage	2.26
1980	Beef & Cheddar Cheese Stick	0.86
1982	Jalapeno Slices	1.00
1983	Spam	2.67
1985	Star Kist Tuna Kit	3.61
1986	Fresh Catch Sardine in Hot Sauce	1.95
1997	Flour Tortilla Shells	1.74
1998	Med. Salsa Cup (3 oz. cup)	1.12
2005	Bacon Flavored Refried Beans	2.04
2010	Big Tuna Pouch	3.28
2012	Grocery Size Sour Cream Chips	3.28
2013	Grocery Size BBQ Chips	3.28
2014	Grocery Size Hot Potato Chips	3.28
2018	Bag of Butterfinger Cookies	3.09
2019	Big Haus Hot Jalepeno Beef Stick	3.04
2023	Grocery Size Cheese Curls	3.68
2032	Fudge Toaster Pastry	1.01
2055	Grocery Size Cheese Puffs	4.88
2064	Kars Original Trail Mix	1.36
2070	Frito Lays Baked BBQ Chips	1.16
2077	Herrs Baked Cheddar Chips	0.99
2743	Quaker Snack Mix Baked Cheddar	1.56
2744	Nature Valley Sweet & Salty Peanut B	1.56
5302	Cinnamon Swirl Bun	1.16
6165	Chocolate Cupcakes	1.75

TOBACCO

1204	Newports CARTON	72.90

ID: _____ Printed Name: _____

Location: _____ Signature: _____

Date: _____

Revised 9/17/2019

*I authorize the deduction of funds to pay for the items selected.

1205	___Newports Packs	8.37
1206	___Marlboro Packs	8.37
1207	___Malboro CARTON	72.90
1209	___Lighter	0.79
1222	___305 Cig	6.63
1223	___305 Menthol	6.63
1224	___CARTON Reg. 305 Cig.	57.22
1225	___CARTON 305 Menthol Cig.	57.22

ROAD PRISON

Kimble's commissary services

Monthly Invoice

Date	Invoice No.
6/30/2019	10634724211

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 6/1/2019 to 6/30/2019		15,295.16	15,295.16T
Non Taxable Sales		24.84	24.84
Sales Tax		7.50%	1,147.14

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $16,467.14

ROAD PRISON

Monthly Invoice

Date	Invoice No.
7/31/2019	10634736591

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 7/1/2019 to 7/31/2019		20,858.39	20,858.39T
Non Taxable Sales		31.05	31.05
Sales Tax		7.50%	1,564.38

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $22,453.82

ROAD PRISON

Kimble's commissary services

Monthly Invoice

Date	Invoice No.
8/30/2019	20190831

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 8/1/2019 to 8/30/2019		14,958.83	14,958.83T
misc. adjustment		0.01	0.01
Non Taxable Sales		15.18	15.18
Sales Tax		7.50%	1,121.91

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $16,095.93

ROAD PRISON PRODUCT SALES

Product Sales

Escambia County Florida Products by Code 8/1/2019 to 8/31/2019

Code	Product	Qty	Avg Price	SubTTL
1028	Ear Buds Electronic	4	$3.98	$15.92
1087	Marias Cookies	5	$1.44	$7.20
1092	Sharp Squeeze Cheese(14 oz.bottle)	1	$5.62	$5.62
1096	Jalapeno Cheese Squeeze Bottle	19	$4.75	$90.25
1097	French Onion Dip 6.35 oz	2	$2.25	$4.50
1098	Cheddar Cheese Dip 6.35 oz	1	$2.25	$2.25
1106	Coca Cola Voucher	664	$1.50	$996.00
1125	Ind. S.F. Grape Drink Mix(10 ct.)	1	$3.06	$3.06
1127	Tasters Choice Hazlenut	207	$0.39	$80.73
1204	Newports CARTON	4	$72.90	$291.60
1205	Newports Packs	56	$8.37	$468.72
1206	Marlboro Packs	29	$8.37	$242.73
1207	Malboro CARTON	4	$72.90	$291.60
1209	Lighter	45	$0.79	$35.55
1222	305 Cig	197	$6.63	$1306.11
1223	305 Menthol	325	$6.63	$2154.75
1224	CARTON Reg. 305 Cig.	20	$57.22	$1144.40
1225	CARTON 305 Menthol Cig.	40	$57.22	$2288.80
1298	Hawaiian Punch Fruit Juicy Red Singles	56	$2.85	$159.60
1300	Swiss Miss	382	$0.47	$179.54
1301	Capri Sun Juice	1	$0.79	$0.79
1302	Ind. Orange Drink Mix	3	$0.46	$1.38
1304	Ind. Ice Tea Mix	3	$0.46	$1.38
1305	Boston's Best Columbian	226	$4.70	$1062.20
1306	Yoo Hoo	12	$0.89	$10.68
1307	Taster's Choice Ind. Cof.	8	$0.39	$3.12
1308	Frosted Flakes 1 oz.	10	$0.82	$8.20
1310	Ind. Fr. Punch Mix	4	$0.46	$1.84
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	1	$3.06	$3.06
1313	Ind. S.F. Orange (10 ct.)	1	$3.06	$3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	2	$3.06	$6.12
1396	Ivory Toothbrush (TB30)	1	$0.49	$0.49
1400	Crest Toothpaste(4.6oz.)	6	$3.19	$19.14
1401	Closeup Toothpaste	3	$3.18	$9.54
1407	Toothbrush Holder	2	$0.85	$1.70
1408	Plastic Soap Dish	4	$1.25	$5.00

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1426	Irish Spring	34	$1.72	$58.48
1427	Ultra Brite w/Advanced Whitening	8	$3.17	$25.36
1434	Blistex Lip Therapy	1	$2.90	$2.90
1436	Mennon Clear Speed Stick	1	$3.65	$3.65
1439	Sure Deod.	8	$3.14	$25.12
1440	Cocoa Butter Stick	2	$2.25	$4.50
1444	Palmolive Deod. Soap	2	$1.28	$2.56
1452	Lady Speed Stick	21	$3.12	$65.52
1454	Ivory Soap	24	$1.07	$25.68
1456	Ambi Cocoa Butter Soap	3	$3.47	$10.41
1458	Dial Soap - 3.5 oz.	12	$1.66	$19.92
1459	Dove soap	6	$2.53	$15.18
1476	BP35 4oz Baby Powder	7	$1.22	$8.54
1477	BA3312 4oz Baby Oil	1	$1.44	$1.44
1478	4oz Cocoa Butter Lotion	6	$1.20	$7.20
1483	Shampoo, Shave Gel, Body Wash 4 oz	1	$1.24	$1.24
1484	4 oz. Tearless Shampoo	1	$1.24	$1.24
1498	4 oz. Dandruff Shampoo	2	$1.53	$3.06
1536	Generic Playing Cards	15	$2.43	$36.45
1573	Ind. Peanut Butter Pack	45	$0.80	$36.00
1574	Ind. Jelly Pack	11	$0.59	$6.49
1575	ketchup (12 ct.)	1	$1.73	$1.73
1576	mustard (12 ct.)	3	$1.73	$5.19
1577	mayo (12 ct)	28	$2.16	$60.48
1578	Hot sauce (10 ct.)	18	$1.73	$31.14
1579	Ind. Sugar Packs (10ct.)	48	$0.76	$36.48
1580	Ind. Cream Packets (20ct.)	15	$1.37	$20.55
1600	Ramen Chili	327	$0.82	$268.14
1601	Ramen Chicken	241	$0.82	$197.62
1602	Ramen Beef	208	$0.82	$170.56
1606	Ramen Cajun Chicken	652	$0.82	$534.64
1607	Ramen Shrimp	61	$0.82	$50.02
1609	Western Style Hot Chili	31	$2.80	$86.80
1610	Chili w/Beans Pouch	16	$2.80	$44.80
1644	Stamped Envelope	22	$0.69	$15.18
1653	Drawing Pad	3	$1.37	$4.11
1654	Writing Pad	5	$1.37	$6.85
1655	9 x 12 Envelope	7	$0.46	$3.22
1661	Mechanical Pencils	10	$0.45	$4.50
1675	Birthday Card Male	1	$1.49	$1.49

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1676	Birthday Card Female	5	$1.49	$7.45
1682	Thank You Card	2	$1.49	$2.98
1689	Friendship Cards	1	$1.49	$1.49
1690	I Love You Cards	4	$1.49	$5.96
1696	Twizzlers LSC	4	$1.28	$5.12
1700	Big Reese Cup	24	$1.38	$33.12
1701	3 Musketeer Non UPC	13	$1.16	$15.08
1703	M&M Peanut Non UPC	14	$1.16	$16.24
1704	Starburst Non UPC	6	$1.16	$6.96
1705	Snickers Non UPC	23	$1.16	$26.68
1706	Skittles Non UPC	7	$1.16	$8.12
1707	Whoppers	2	$1.16	$2.32
1708	Milky Way Non UPC	4	$1.16	$4.64
1709	Now & Later	2	$1.16	$2.32
1710	Kit Kat - LSC	12	$1.38	$16.56
1712	Whatchamacallit	20	$1.38	$27.60
1713	Twix Non UPC	10	$1.16	$11.60
1715	Baby Ruth	4	$1.16	$4.64
1716	Fast Break	13	$1.16	$15.08
1717	Butterfinger	5	$1.16	$5.80
1721	Jaw Breakers	3	$1.28	$3.84
1722	Sour Fruit Balls	17	$1.28	$21.76
1723	Atomic Fire Balls	35	$1.28	$44.80
1724	Jolly Ranchers	30	$1.58	$47.40
1726	Butterscotch Buttons	36	$1.24	$44.64
1728	Lemon Heads	12	$1.18	$14.16
1731	Chick O Stick	2	$0.79	$1.58
1734	Ole School Corn Flake Chewy	89	$1.21	$107.69
1735	Grandma Peanut Butter Cookie	6	$1.16	$6.96
1742	M&M Plain Non UPC	11	$1.16	$12.76
1746	Hershey's Gold Candy Bar	2	$1.16	$2.32
1798	Strawberry Poptart	27	$1.06	$28.62
1799	Iced Oatmeal Cookie 5oz	24	$1.27	$30.48
1800	Nutty Buddy Bar	41	$1.16	$47.56
1801	Fudge Brownie	20	$0.79	$15.80
1802	Honey Bun 4 oz.	69	$1.16	$80.04
1808	Lemon Cream Cookies (5 oz.)	44	$1.17	$51.48
1809	Peanut Butter Cr. Cookie 5 oz.	66	$1.17	$77.22
1810	Powdered Gem Donuts	14	$1.16	$16.24
1812	Iced Honey Bun	276	$1.21	$333.96

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1813	Duplex Cream Cookie 5 oz.	41	$1.27	$52.07
1814	Strawberry Cream Cookies (5 oz.)	97	$1.17	$113.49
1816	Banana Moon Pie	3	$1.40	$4.20
1818	Granola Bar	10	$1.01	$10.10
1821	Van-O-Lunch Cookies	3	$0.76	$2.28
1824	Lookout Pecan Pie	5	$1.88	$9.40
1826	Toastchee Spicy Cheddar	21	$0.76	$15.96
1899	Snack Crackers (large bx)	3	$4.92	$14.76
1900	Chocolate Chip Cookies 5oz	27	$1.27	$34.29
1902	Jay's Jalapeno Cruncher Chips	23	$0.86	$19.78
1903	Kosher Dill Chip	26	$0.86	$22.36
1905	Dorito Nacho - LSS	66	$1.35	$89.10
1906	Hot Buffalo Wing Chips	20	$0.86	$17.20
1907	Jalapeno Cheeto - LSS	39	$1.35	$52.65
1908	Snyders Hot Buffalo Pieces LSS	39	$1.35	$52.65
1910	Saltines	16	$0.46	$7.36
1911	Toastchee Cracker	1	$0.76	$0.76
1912	Cheese on Wheat Crackers	11	$0.76	$8.36
1916	Peanut Bar	68	$0.88	$59.84
1924	Voodoo Chips LSS	15	$1.35	$20.25
1925	Hot and Spicy Chips	21	$0.86	$18.06
1926	White Cheddar Popcorn	4	$0.86	$3.44
1927	Jalapeno Poppers Curls	167	$0.86	$143.62
1928	Sour Cream & Onion Chips	36	$0.86	$30.96
1929	Salted Peanuts	18	$0.76	$13.68
1930	Lays Plain - LSS	6	$1.26	$7.56
1931	Kars Sweet N Salty Mix 3.5 oz.	1	$1.89	$1.89
1932	Snyders Jalapeno Pieces - LSS	12	$1.35	$16.20
1936	Nekot Cookies	5	$0.76	$3.80
1937	Baby Back Ribs Potato Chips - LSS	2	$1.35	$2.70
1938	Honey Mustard w/Onion Pieces	19	$1.35	$25.65
1940	Big Bag Hot Pork Skin	5	$2.25	$11.25
1941	Big Bag BBQ Pork Skins	4	$2.25	$9.00
1943	Ranch Dressing Individual	65	$0.55	$35.75
1945	Pepperoni Sticks	2	$4.60	$9.20
1948	Creamy Ranch Habanero Chips	59	$0.86	$50.74
1952	Tijuana Mama Hot Sausage	15	$1.99	$29.85
1954	Gold-n-Cheese Crackers	2	$0.76	$1.52
1955	Combos Pretzel	2	$1.59	$3.18
1968	Takis Fuego - 2 oz.	2	$2.40	$4.80

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1975	Chicken of Sea Mackerel	5	$3.12	$15.60
1979	Beef Summer Sausage	9	$2.26	$20.34
1980	Beef & Cheddar Cheese Stick	32	$0.86	$27.52
1982	Jalapeno Slices	25	$1.00	$25.00
1983	Spam	1	$2.67	$2.67
1986	Fresh Catch Sardine in Hot Sauce	9	$1.95	$17.55
1991	AAA (4 pack)	20	$3.25	$65.00
1997	Flour Tortilla Shells	35	$1.74	$60.90
1998	Med. Salsa Cup (3 oz. cup)	1	$1.12	$1.12
2005	Bacon Flavored Refried Beans	13	$2.04	$26.52
2010	Big Tuna Pouch	14	$3.28	$45.92
2012	Grocery Size Sour Cream Chips	7	$3.28	$22.96
2013	Grocery Size BBQ Chips	9	$3.28	$29.52
2014	Grocery Size Hot Potato Chips	6	$3.28	$19.68
2018	Bag of Butterfinger Cookies	5	$3.09	$15.45
2019	Big Haus Hot Jalepeno Beef Stick	24	$3.04	$72.96
2023	Grocery Size Cheese Curls	47	$3.68	$172.96
2032	Fudge Toaster Pastry	78	$1.01	$78.78
2055	Grocery Size Cheese Puffs	22	$4.88	$107.36
2070	Frito Lays Baked BBQ Chips	2	$1.16	$2.32
2077	Herrs Baked Cheddar Chips	18	$0.99	$17.82
2743	Quaker Snack Mix Baked Cheddar	1	$1.56	$1.56
2744	Nature Valley Sweet & Salty Peanut Bar	2	$1.56	$3.12
5302	Cinnamon Swirl Bun	64	$1.16	$74.24
6165	Chocolate Cupcakes	14	$1.75	$24.50
10551	Orange Canvas Shoe Size 9	1	$10.36	$10.36
10552	Orange Canvas Shoe Size 10	1	$10.36	$10.36
10554	Orange Canvas Shoe Size 12	1	$10.36	$10.36
19102	Advil	1	$0.63	$0.63
50546	Clear AM/FM Radio (uses AAA)	2	$31.50	$63.00
				$16095.93

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the Term of the Agreement.

As noted on Solicitation Page 10 of 73, Section 7, and Page 17 of 73, Section 1-4, the term of the agreement with the awarded firm is expected to be ~~twelve (12) months with the potential for up to two (2) one-year renewal periods for a total term of thirty-six (36) months~~.

This Addendum provides an update that the term of the agreement with the awarded firm is now expected – upon negotiation – to be thirty-six (36) months with up to two (2) one-year renewal periods, for a total of sixty (60) months.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 5 provides answers to the questions found on the following pages.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. What items (product and size) are included in the indigent kits?

A1. Main Jail Indigent Kits are shown on the following pages.
Work Annex (Road Prison):

- 1 box of 500 stamped envelopes ($366.40)
- 1 dozen pens ($2.90)
- 1 ream of wide-rule paper ($1.00)

Please note that Indigent Kits are not included with this proposal as the County prepares their own kits. This answer is in response to the question of what is included in the kits.

Q2. How much are inmates currently charged to transfer money to their phone account?

A2. No charge. Inmates buy phone time.

Q3. What were tobacco sales from 10/1/2018 - 9/30/2019?

A3. Quantity 10,022 = $117,615.62

Q4. Is it the intent of Escambia County to continue to sell tobacco products at the Road Prison?

A4. Yes, but the County reserves the right to change this policy.

Q5. How many dorm kiosks are currently installed at the different locations?

A5. Please see Addendum 3, Question 36.

Q6. Do the dorm kiosks currently in place utilize power and Cat-6 cabling to operate?

A6. Yes.

Q7. It has been requested that we use the proposal format shown on page 42 of 73. In this format, there is no indication as to where the information regarding where the Qualifications of Firm (experience, history, reference, etc.) or Qualifications of Staff should be included.

A7. The department has requested that this information should be included in Part A after the Letter of Transmittal, and before the written technical approach. However, the location of the information within the proposal will not cause a response to be deemed non-responsive. As long as all the requested information is included, the firm's response will be deemed responsive as it relates to this specific item.

Main Jail Hygiene Kit (includes Work Release)

Hygiene Kit Price 4.49

(1) 20oz. cup with lid

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 1 Price 3.84

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 2 Price 4.56

(1) petroleum jelly

(1) comb

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Phase 1 - Short-List			
	Oasis	**Keefe**	**Aramark**
Chief Rich Powell	660	800	940
Capt. Shawn Hankins	800	800	800
Capt. Kevin Barnes	660	740	800
Nikki Powell	920	1000	1000
Raw Scores	3040	3340	3540
Rankings			
Chief Rich Powell	3	2	1
Capt. Shawn Hankins	1	1	1
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	1
Ranking Total	10	6	4
Final Ranking	3	2	1

Phase 2 - Discussion of Proposal			
	Oasis	**Keefe**	**Aramark**
Chief Rich Powell	660	750	840
Capt. Shawn Hankins	510	680	850
Capt. Kevin Barnes	620	680	740
Nikki Powell	765	765	850
Raw Scores	2555	2875	3280
Rankings			
Chief Rich Powell	3	2	1
Capt. Shawn Hankins	3	2	1
Capt. Kevin Barnes	3	2	1
Nikki Powell	2	2	1
Ranking Total	11	8	4
Final Ranking	**3**	**2**	**1**

Phase 3 - Discussion of Proposal			
	Oasis	**Keefe**	**Aramark**
Chief Rich Powell	940	1920	1620
Capt. Shawn Hankins	940	1940	1580
Capt. Kevin Barnes	1280	1780	1940
Nikki Powell	1280	1920	1600
Raw Scores	4440	7560	6740
Rankings			
Chief Rich Powell	3	1	2
Capt. Shawn Hankins	3	1	2
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	2
Ranking Total	12	5	7
Final Ranking	**3**	**1**	**2**

Final Ranking			
	Oasis	**Keefe**	**Aramark**
Chief Rich Powell	2260	3470	3400
Capt. Shawn Hankins	2250	3420	3230
Capt. Kevin Barnes	2560	3200	3480
Nikki Powell	2965	3685	3450
Raw Scores Total	10035	13775	13560
Rankings			
Chief Rich Powell	3	1	2
Capt. Shawn Hankins	3	1	2
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	2
Ranking Total	12	5	7
Final Ranking	**3**	**1**	**2**

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Chief Powell	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario #	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
1	2.5%	5	25	5	25	5	25
2	2.5%	5	25	5	25	5	25
3	2.5%	5	25	5	25	5	25
4	2.5%	5	25	5	25	5	25
5	2.5%	4	20	3	15	5	25
6	2.5%	5	25	4	20	5	25
7	2.5%	5	25	5	25	5	25
8	2.5%	5	25	5	25	5	25
9	2.5%	5	25	5	25	5	25
10	2.5%	5	25	5	25	5	25
11	2.5%	4	20	4	20	5	25
12	2.5%	4	20	4	20	4	20
13	2.5%	5	25	3	15	5	25
14	2.5%	5	25	5	25	5	25
15	2.5%	5	25	5	25	5	25
16	2.5%	5	25	5	25	5	25
17	2.5%	4	20	4	20	5	25
18	2.5%	4	20	4	20	4	20
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	5	25	5	25	5	25
22	2.5%	4	20	3	15	5	25
23	2.5%	4	20	3	15	5	25
24	2.5%	4	20	4	20	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
			750		660		840

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Chief Powell	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Inmate Sales Commission	45%	5	900	2	360	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	2	280	4	560
New Commit Kits	10%	4	160	4	160	4	160
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	4	80
Specialty/Value-Added Offerings	5%	4	80	3	60	5	100
			1920		940		1620

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Capt. Hankins	Weighted	Keefe		Oasis		Aramark	
Scenario #	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1	2.5%	4	20	3	15	5	25
2	2.5%	4	20	3	15	5	25
3	2.5%	4	20	3	15	5	25
4	2.5%	4	20	3	15	5	25
5	2.5%	4	20	3	15	5	25
6	2.5%	4	20	3	15	5	25
7	2.5%	4	20	3	15	5	25
8	2.5%	4	20	3	15	5	25
9	2.5%	4	20	3	15	5	25
10	2.5%	4	20	3	15	5	25
11	2.5%	4	20	3	15	5	25
12	2.5%	4	20	3	15	5	25
13	2.5%	4	20	3	15	5	25
14	2.5%	4	20	3	15	5	25
15	2.5%	4	20	3	15	5	25
16	2.5%	4	20	3	15	5	25
17	2.5%	4	20	3	15	5	25
18	2.5%	4	20	3	15	5	25
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	4	20	3	15	5	25
22	2.5%	4	20	3	15	5	25
23	2.5%	4	20	3	15	5	25
24	2.5%	4	20	3	15	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
			680		510		850

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Capt. Hankins	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Inmate Sales Commission	45%	5	900	2	360	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	2	280	4	560
New Commit Kits	10%	5	200	4	160	3	120
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	4	80
Specialty/Value-Added Offerings	5%	3	60	3	60	5	100
			1940		940		1580

PD 18-19.102 Inmate Commissary and Banking Services

Final Ranking Score Sheet

Phase 2							
Capt. Barnes	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario #	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
1	2.5%	4	20	4	20	4	20
2	2.5%	4	20	4	20	4	20
3	2.5%	4	20	4	20	4	20
4	2.5%	4	20	4	20	4	20
5	2.5%	4	20	4	20	4	20
6	2.5%	4	20	4	20	4	20
7	2.5%	4	20	4	20	4	20
8	2.5%	4	20	4	20	4	20
9	2.5%	4	20	4	20	4	20
10	2.5%	4	20	4	20	4	20
11	2.5%	4	20	4	20	4	20
12	2.5%	4	20	4	20	4	20
13	2.5%	4	20	4	20	4	20
14	2.5%	4	20	4	20	4	20
15	2.5%	4	20	4	20	4	20
16	2.5%	4	20	4	20	4	20
17	2.5%	4	20	4	20	4	20
18	2.5%	4	20	4	20	4	20
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	4	20	4	20	4	20
22	2.5%	4	20	4	20	4	20
23	2.5%	4	20	4	20	4	20
24	2.5%	4	20	4	20	4	20
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
			680		620		740

PD 18-19.102 Inmate Commissary and Banking Services

Final Ranking Score Sheet

Phase 3							
Capt. Barnes	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Inmate Sales Commission	45%	4	720	3	540	5	900
Guaranteed Minimum Annual Commissions	35%	5	700	3	420	5	700
New Commit Kits	10%	5	200	4	160	4	160
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	5	100
Specialty/Value-Added Offerings	5%	4	80	4	80	4	80
			1780		1280		1940

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Nikki Powell	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario #	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
1	2.5%	5	25	5	25	5	25
2	2.5%	5	25	5	25	5	25
3	2.5%	5	25	5	25	5	25
4	2.5%	4	20	4	20	5	25
5	2.5%	4	20	4	20	5	25
6	2.5%	5	25	5	25	5	25
7	2.5%	5	25	5	25	5	25
8	2.5%	5	25	5	25	5	25
9	2.5%	5	25	5	25	5	25
10	2.5%	4	20	4	20	5	25
11	2.5%	4	20	4	20	5	25
12	2.5%	5	25	5	25	5	25
13	2.5%	5	25	5	25	5	25
14	2.5%	5	25	5	25	5	25
15	2.5%	5	25	5	25	5	25
16	2.5%	5	25	5	25	5	25
17	2.5%	5	25	5	25	5	25
18	2.5%	5	25	5	25	5	25
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	5	25	5	25	5	25
22	2.5%	4	20	4	20	5	25
23	2.5%	5	25	5	25	5	25
24	2.5%	5	25	5	25	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	4	80	5	100
30	10%	4	80	4	80	5	100
31	10%	4	80	4	80	5	100
			765		765		850

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Nikki Powell	**Weighted**	**Keefe**		**Oasis**		**Aramark**	
Scenario	**Percentage**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Inmate Sales Commission	45%	5	900	3	540	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	3	420	4	560
New Commit Kits	10%	5	200	4	160	3	120
EFT & Miscellaneous Fees/Charges	5%	3	60	4	80	5	100
Specialty/Value-Added Offerings	5%	3	60	4	80	5	100
			1920		1280		1600

Bid Distribution List

PD 18-19.102

Inmate Commissary and Banking Services

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/29/2019 12:54	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Bob Barker Company Inc	bidnotices@bobbarker.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	BOTACH INC	barak@botach.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Coastal Machinery Co.	chris@coastalmachinery.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Coastal Machinery Co.	tim@coastalmachinery.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	ComApp Technologies	kathryn.blink@comapptech.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Edovo	rfp@edovo.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Global Tel Link	silvio.tassotti@gtl.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Global Tel*Link Corporation	stephen.wood@gtl.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	GT Distributors INC	txbids@gtdist.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	NCIC Inmate Communications	rfp@ncic.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Pay Tel Communications Inc	jwaters@paytel.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Securus Technologies	arusso@securustechnologies.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Securus Technologies	salesdirector@securustechnologies.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Unistar Sparco Computers Inc.	amanda@sparco.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	Unistar-Sparco Computer Inc	Mallory@sparco.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered
8/29/2019 12:54	VendEngine	sdeane@vendengine.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and B	delivered

21 Registrants from 15 firms plus 9 recruits from 6 firms.

Bid Analytics
38 firms viewed; 26 firms downloaded

PD 18-19.102
Inmate Commissary and Banking Services

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
9/16/2019 23:22	Allegedly.Shop@gmail.com	Lance	Sullivan	allegedly.shop@gmail.com	Viewed	None
9/16/2019 23:22	Allegedly.Shop@gmail.com	Lance	Sullivan	allegedly.shop@gmail.com	Downloaded	None
9/3/2019 14:12	Ameris Bank	Vicky	Shetty	vicky.shetty@amerisbank.com	Viewed	None
9/3/2019 14:12	Ameris Bank	Vicky	Shetty	vicky.shetty@amerisbank.com	Downloaded	None
10/15/2019 12:23	Aramark Correctional Services LLC	Kathy	Molinets	molinets-kathy@aramark.com	Viewed	None
10/14/2019 9:31	Aramark Correctional Services LLC	Kathy	Molinets	molinets-kathy@aramark.com	Downloaded	None
9/17/2019 10:15	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Viewed	None
9/18/2019 21:38	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Viewed	None
8/30/2019 12:28	CJIS GROUP LLC	Kelsie	Stephens	region1@cjisgroup.com	Viewed	None
8/30/2019 12:28	CJIS GROUP LLC	Kelsie	Stephens	region1@cjisgroup.com	Downloaded	None
8/30/2019 6:13	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
8/30/2019 6:00	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
9/19/2019 7:06	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
10/28/2019 15:06	Continental Flooring Company	Tracy	Johnson	gatekeeper@continentalflooring.com	Viewed	None
1/9/2020 8:21	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
9/10/2019 10:41	Emerald Coast Office Products	Michael	Johnson	mike@ecop.biz	Viewed	WOSB (Woman Owned Small Business);None
9/10/2019 10:41	Emerald Coast Office Products	Michael	Johnson	mike@ecop.biz	Downloaded	WOSB (Woman Owned Small Business);None
9/23/2019 15:55	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Viewed	None
9/10/2019 2:49	Enterprise Pals Inc.	Nazim	Nashipudi	nazim@enterprisepals.com	Viewed	Minority Owned
9/3/2019 3:18	Enterprise Pals Inc.	Nazim	Nashipudi	nazim@enterprisepals.com	Downloaded	Minority Owned
9/7/2019 15:43	Extreme Tactical Inc.	Shane	Cornell	sales@extremetactical.net	Viewed	Minority Owned;VOSB (Veteran Owned Small Business);SDVOSB (Service Disabled Veteran Owned Small Business)
9/7/2019 15:43	Extreme Tactical Inc.	Shane	Cornell	sales@extremetactical.net	Downloaded	Minority Owned;VOSB (Veteran Owned Small Business);SDVOSB (Service Disabled Veteran Owned Small Business)
10/2/2019 16:21	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
9/3/2019 14:08	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
9/7/2019 10:06	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
12/2/2019 8:30	Global Tel Link	Silvio	Tassotti	silvio.tassotti@gtl.net	Viewed	None
12/2/2019 8:35	Global Tel Link	Silvio	Tassotti	silvio.tassotti@gtl.net	Downloaded	None
9/9/2019 13:25	GrayRobinson PA	Andrea	Zogran	Andrea.Zogran@gray-robinson.com	Viewed	None
9/9/2019 13:25	GrayRobinson PA	Andrea	Zogran	Andrea.Zogran@gray-robinson.com	Downloaded	None
8/30/2019 2:59	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
9/18/2019 9:06	Keefe Commissary Network	Lindsey	Crawford	lcrawford@keefegroup.com	Viewed	None
9/18/2019 9:06	Keefe Commissary Network	Lindsey	Crawford	lcrawford@keefegroup.com	Downloaded	None
1/2/2020 7:50	Keefe Group	Bill	Bosco	bbosco@keefegroup.com	Viewed	None
12/2/2019 8:44	Keefe Group	Bill	Bosco	bbosco@keefegroup.com	Downloaded	None
12/2/2019 9:29	Kimbleâ€™s Commissary	Jeffrey	Chandler	jeffc@kimblesfood.com	Viewed	None
12/2/2019 9:30	Kimbleâ€™s Commissary	Jeffrey	Chandler	jeffc@kimblesfood.com	Downloaded	None
10/11/2019 16:06	Kimble's Food By Design	Rebecca	Walker	rebeccaw@kimblesfood.com	Viewed	None
10/11/2019 16:06	Kimble's Food By Design	Rebecca	Walker	rebeccaw@kimblesfood.com	Downloaded	None
9/24/2019 10:07	LaCoste General Contractors LLC	Jesseâ€™	LaCoste	lacostegeneralcontractorsllc@yahoo.com	Viewed	None
9/12/2019 9:50	Morris & Morris LLC	Ronald	Morris	morris_morrislandscaping@yahoo.com	Viewed	None
1/8/2020 16:14	Oasis Management Systems Inc	Beth	Kennedy	bkennedy@oasiscommissary.com	Viewed	None
12/16/2019 8:06	Oasis Management Systems Inc	Beth	Kennedy	bkennedy@oasiscommissary.com	Downloaded	None
10/4/2019 1:59	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
8/30/2019 2:33	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
10/15/2019 21:03	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
10/15/2019 21:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
12/2/2019 8:31	Pay Tel Communications Inc	Jeanne	Waters	jwaters@paytel.com	Viewed	None
12/2/2019 8:33	Pay Tel Communications Inc	Jeanne	Waters	jwaters@paytel.com	Downloaded	None
9/9/2019 2:25	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
9/9/2019 2:26	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Downloaded	None
10/8/2019 7:32	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Viewed	None
9/5/2019 4:55	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Downloaded	None
12/2/2019 8:45	Summit Food Service LLC	Ryan	Pretko	sales@summitfoodservice.com	Viewed	None
12/2/2019 8:45	Summit Food Service LLC	Ryan	Pretko	sales@summitfoodservice.com	Downloaded	None
8/29/2019 20:19	Techfriends	Terry	Wilshire	twilshire@techfriends.com	Viewed	None
9/3/2019 11:57	Trinity Services Group	Christina	Muro	christina.muro@trinityservicesgroup.com	Viewed	None
9/3/2019 11:58	Trinity Services Group	Christina	Muro	christina.muro@trinityservicesgroup.com	Downloaded	None
9/3/2019 11:51	Trinity Services Group Inc.	Kristie	Affolter	kristie.affolter@trinityservicesgroup.com	Viewed	None
10/2/2019 11:32	Turnkey Corrections	Jason	Shackles	jasons@turnkeycorrections.com	Viewed	None

Bid Analytics
38 firms viewed; 26 firms downloaded

PD 18-19.102
Inmate Commissary and Banking Services

EventDate	CompanyName	FirstName	LastName	Email	EventType		Diversities
10/2/2019 11:33	Turnkey Corrections	Jason	Shackles	jasons@turnkeycorrections.com	Downloaded	None	
9/23/2019 14:32	Union Supply Group	Owen	Thomas	othomas@unionsupplygroup.com	Viewed	None	
9/23/2019 14:33	Union Supply Group	Owen	Thomas	othomas@unionsupplygroup.com	Downloaded	None	
10/8/2019 8:39	VendEngine	Silas	Deane	sdeane@vendengine.com	Viewed	None	
10/8/2019 8:40	VendEngine	Silas	Deane	sdeane@vendengine.com	Downloaded	None	

AGREEMENT FOR INMATE COMMISSARY AND BANKING SERVICES FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT (PD 18-19.102)

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Keefe Commissary Network, LLC (hereinafter referred to as "Contractor"), a foreign limited liability company authorized to conduct business in the State of Florida, FEI/EIN 43-1856999, whose principal address is 10880 Lin Page Place, St. Louis, MO 63132, and whose mailing address is 1260 Andes Boulevard, St. Louis, MO 63132.

WITNESSETH:

WHEREAS, on August 23, 2019, the County issued a Request for Proposals (PD 18-19.102) seeking a qualified contractor to provide inmate commissary and banking services for the Escambia County Corrections Department; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to deliver, install, operate and maintain such services; and

WHEREAS, the County desires to enter into an agreement with Contractor as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The initial term of this Agreement shall commence on April 1, 2020, and continue for a term of thirty-six (36) months expiring on March 31, 2023. Upon mutual agreement, the contract may be renewed for two (2) additional twelve (12) month renewal terms. Either party may provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.

3. Scope of Services. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "*Inmate Commissary and Banking Services for the Escambia County Corrections Department," Specification No. P.D. 18-19.102*, attached hereto as **Exhibit A,** and as further specified in the *Contractor's Proposal*, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail and the terms of **Exhibit A** shall take precedence over **Exhibit B**.

4. Fee. As consideration for the Contractor's right to provide an inmate commissary services for the Escambia County Corrections Department, Contractor shall pay County a monthly fee equal to 51% of the Contractor's *Adjusted Gross Sales*, as provided in the *Contractor's Proposal*, attached hereto as **Exhibit B**.

Contractor shall offset the cost of all "indigent items" sold to the County by the amount of the total monthly fee owed to the County. If the total monthly fee exceeds the total cost of items sold to the County during the preceding month then the Contractor will remit payment to the County within

thirty (30) days of the close of each monthly billing cycle. If the total cost of items sold to the County exceeds the monthly fee owed to the County then the County will remit payment to the Contractor as provided herein and as further specified in **Exhibit A**.

At the end of each fiscal year, if the total amount of monthly fees paid to the County is less than the guaranteed minimum annual commission (GMAC) rate as determined by the annual average daily inmate population (ADP) then the final invoice for the current fiscal year will be reduced by the difference between the total amount of monthly fees paid to the County during the previous fiscal year and the guaranteed minimum annual commission rate. Contractor shall remit any additional fees owed to the County within thirty (30) days of the close of last monthly billing cycle.

5. Reporting Requirements. Contractor shall provide daily, monthly, and annual reports as specified in the scope of work attached hereto as **Exhibit A**.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Ownership of Equipment. All equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system provided pursuant to this Agreement shall remain the sole property of the Contractor. Upon the termination or expiration of this Agreement, the County shall allow the Contractor reasonable access to the facility during normal business hours to remove the equipment. Contractor shall be responsible for restoring the premises to the condition that existed immediately prior to the installation of said equipment.

8. Maintenance. Contractor shall be responsible for the maintenance and repair of all equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system at no cost to the County. County will allow the Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County receive any notification of equipment malfunction or loss of service, County shall promptly notify the Contractor. The Contractor's failure to properly maintain the inmate commissary service and banking system to the reasonable satisfaction of the County shall constitute a breach of the Agreement and grounds for immediate termination.

9. Loss, Damage, Destruction. County will not be liable for any loss, damage, or destruction to equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system. The parties will cooperate and use their best efforts to prevent fraudulent usage and any theft, excessive vandalism, or other damage to the equipment, fixtures and supplies.

10. EFT and Miscellaneous Fees. The applicable fees that may be charged to inmates for transactional services using the inmate banking system shall be in accordance with the *Contractor's Fee Proposal*, attached hereto as **Exhibit B**. Contractor shall be solely responsible for any fraudulent usage or expenses related to fraudulent use of the inmate banking service.

11. Liquidated Damages.

County and Contractor recognize that time is of the essence in the performance of this Agreement, and County will suffer damages if commissary orders are not delivered within the time specified herein. Should Contractor fail to make timely delivery of commissary orders, County shall be entitled to assess liquidated damages.

If the Contractor fails to deliver commissary orders within four (4) hours of the scheduled delivery time, the Contractor shall pay the County liquidated damages in the amount of $500.00. If the Contractor fails to deliver commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay the County liquidated damages in the amount of $1,000.00 per calendar day until the orders are delivered. If the Contractor makes timely delivery but fails to deliver 100% of the commissary orders on a scheduled delivery day, the Contractor shall pay the County liquidated damages in the amount of $100 if the undelivered orders exceed 2% of the orders scheduled for delivery. Failure to maintain a 98% “on-time” order completion rate on four (4) or more occasions within a fixed three-month period (calendar quarter) shall be considered a material breach of the Agreement and grounds for termination.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to make timely delivery of commissary orders within the time periods specified herein.

12. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

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

14. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

16. Excused Performance**.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend without liability, which includes the payment of liquidated damages pursuant to Section 11, the performance of its obligations hereunder during the period such cause continues.

17. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by

hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Keefe Commissary Network, LLC	To: Escambia County
Attention: President	Attention: County Administrator
10880 Lin Page Place	221 Palafox Place, Suite 420
St. Louis, MO 63132	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

19. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

20. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

21. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

22. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

23. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 01-24-2020

CONTRACTOR: KEEFE COMMISSARY NETWORK, LLC

By: _____
John Puricelli, Vice President

Witness: _____

Date: _____

Witness: _____

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

INMATE COMMISSARY AND BANKING SERVICES FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

SOLICITATION NUMBER PD 18-19.102

Responses will be received until **2:00 PM, CDT, September 23, 2019**

A non-mandatory pre-solicitation conference will be held at
1:00 PM, CDT, on September 10, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Inmate Commissary and Banking Services for the Escambia County Corrections Department
Solicitation Number PD 18-19.102

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that the Vendor, if able to, provide electronic copies in an ADA-compliant format. Non-scanned copies are also preferred.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy (CD or flash drive).
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Inmate Commissary and Banking Services for the Escambia County Corrections Department
PD 18-19.102

REQUEST FOR PROPOSALS

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.102, Inmate Commissary and Banking Services for the Escambia County Corrections Department, Name of Submitting Firm, September 23, 2019 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 16, 2019 at 5:00 PM CDT.

3. Proposal Forms (Select One)

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference room 11.407, at 1:00 PM CDT on September 09, 2019.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

5. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

6. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

7. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

9. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County

assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

10. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

12. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. It is understood by all bidders that the County can only provide estimated quantities and is not obligated to purchase any minimum or maximum amount during the life of this contract.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of

immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

16. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

17. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I **General Information**

1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II **Information Required from Contractors**

2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III **Criteria for Selection**

Part IV **Scope of Work**

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking competitive proposals from qualified and experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide inmate banking and commissary services that are most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..……..….August 23, 2019

B. Non-Mandatory Pre-Proposal Conference.....September 10, 2019 at 3:30 PM CDT

C. Receipt of Proposals.....September 23, 2019 at 2:00 PM CDT

D. Short-List Meeting.....October 01, 2019

E. Discussion/Ranking Meeting.....October 09, 2019 at 1:00 PM CDT

F. First Negotiation with Top-Ranked Firm……October 31, 2019 at 9:00 AM CDT

G. 2nd Negotiation Meeting (If Necessary)……..November 04, 2019 at 9:00 AM CDT

H. Target Board Date……..…….December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature (no photocopies or digital signatures), having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that bidders, whenever possible, provide electronic copies that are ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Manager reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **SCOPE OF WORK**

COUNTY OF ESCAMBIA
SCOPE OF WORK
PD 18-19.102

INMATE COMMISSARY AND BANKING SERVICES
FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT

A. INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

B. BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2018)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Florida 32501	920	High Medium to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	290	Minimum to Low Medium
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,320	Minimum to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

C. PRE-SOLICITATION CONFERENCE

In order to ensure an understanding of the RFP requirements and current facility system operation, a pre-solicitation conference will be held as follows:

Office of Purchasing – 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
September 10, 2019 at 1:00 PM CDT

D. VENDOR QUALIFICATIONS

1. Qualifications of Firm

Escambia County requires that each Company or firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include:

A. Provide five (5) references that are of comparable size (1,500 inmates or greater) and complexity of Escambia County Corrections, for which the firm has performed similar work including the contact name, address, telephone number, e-mail address and date of the contract.

i. The contact persons listed as references shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

ii. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.

B. Provide a description and history of Proposer's experience in the field of correctional inmate commissary and banking services. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, number of inmates served, and the name, phone number and e-mail address of the agency's Contract Monitor for each contract.

C. Identify all terminated "with cause" correctional inmate commissary and banking services contracts awarded but never entered, the reasons for the termination or failure to contract, and the name, phone number and e-mail address of a contract person for the former contracting agency.

2. Qualifications of Staff

A. Provide resumes of key management personnel detailing their qualifications and experience in the delivery of inmate commissary and banking services including, but not limited to, their correctional experience in the following areas:

1) security
2) inmate problem resolution relating to inmate commissary and banking issues
3) employee training
4) institutional inmate commissary and banking services

Response to this requirement shall not exceed one (1) page per individual, single spaced, with attachments as necessary, to demonstrate either awards or certifications pertinent to the individuals' qualifications.

B. Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities.

A. SPECIFICATIONS

1. General Duties, Obligations and Standards

Beginning on the Service Commencement Date, the Contractor shall operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. If the computer system is a web-based, Contractor-hosted application, it shall comply with all County Standards for hosted systems. Further, if the banking system, or components therein, are installed at Escambia County and solely supported by the Contractor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system shall be borne solely by the Contractor. All systems installed on the Escambia County network shall adhere to all County Computing Standards (see attached Exhibit 3) for network, security, hardware, etc. If the County is provided with the licensure to own and operate system, it shall comply with all County standards in order to be installed, maintained and managed by the County.

The Contractor shall have, after date of award, a maximum forty-five (45) day transition period prior to Service Commencement Date. During this transition period the Contractor shall, at a minimum, submit their proposed inventory list and applicable paperwork for Escambia County for approval, obtain (and install) the needed computer equipment (based on the specifications outlined in Exhibit 3 (Escambia County Computing Standards), process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Jail Management System (JMS) and inmate telephone systems, create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on banking system, and distribute/pickup inmates order forms.

The Contractor shall attend meetings with County employees and meet at least once every three (3) months with the Contract Monitor to review the Contractor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

2. Definitions

The following terms used in this RFP, together with amendments and attachments, shall, unless the context indicates otherwise, have the meanings set forth below:

"Contract Monitor" means the employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.

"Contractor" means the Proposer awarded the Contract to manage the Commissary.

"Commissary Services" means those functions set forth in the RFP/Contract and the Proposer's proposal.

"Commissionable Items" means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the

contract. Note: Sales tax is not included as commissionable in these items.

"County" means Escambia County, Florida.

"Court Orders" means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered into in connection with litigation which are applicable to the operation and management of inmate Commissary Services

"Department" or **"ECCD"** means the Escambia County Corrections Department.

"Direct Supervision" means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

"Fair Market Value" of inmate commissary items, for the purposes of this RFP, is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers. See Section 4, Technical Approach to Commissary and Banking, paragraph B, for County's expectation.

"FMJS" means the Florida Model Jail Standards, referenced in Chapter 951.23 of the Florida Statutes.

"Indigent Inmate" means an inmate who has less than $1 in his/her inmate account for seven (7) or more consecutive days.

"Inmate" means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

"New Commit Kit" means kits sold directly to ECCD for (ECCD) distribution to newly processed inmates.

"Non - (Profit) Commissionable Items" means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County's monthly invoice as a separate amount.

"Non-Taxable Items" means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County's invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

"Operating Standards" means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and FCAC, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.

"Service Commencement Date" means the first day of delivery of Commissary Orders.

3. Inmate Services

A. The Contractor shall be responsible for:

1) Commissary order forms: Providing an adequate amount of commissary order forms for the inmate population. The commissary order forms shall contain the necessary information for ECCD to identify the inmate and his/her location in the Corrections facility, as well as the items ordered, including, at a minimum:

a) Last name, first name, middle initial
b) Jail Number
c) Housing location
d) Item name and cost
e) Separation of male and female (allowable) items
f) List of indigent items and recoverable costs
g) Signature line for inmate
h) Date of Order
i) Statement of tax rate

Commissary ordering via kiosk is a preferred alternative, although forms must still be made available in the event of a kiosk malfunction or service interruption.

2) Receiving (including retrieving of) commissary order forms from all housing locations in the event they are utilized.

3) Processing commissary orders into the Inmate Banking Services System

4) Packing individual inmates' commissary orders

5) Delivering individual inmates' commissary orders to the inmate. Exhibit (2) outlines the housing facilities, current full-service delivery schedules. Final delivery schedules shall be mutually agreed upon

6) Accounting of all transactions

7) All inventory procurement

8) Storage and maintenance of all inventory

B. Contractor shall provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the ECCD, may result in inmate management issues for the ECCD. The Contractor shall handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.

C. For those inmates housed at the Main Jail or Work Release Facility, the Contractor shall package each inmate order individually and provide delivery to the inmate at his/her cell location and obtain a signed receipt from the inmate for the merchandise delivered. Regarding those inmates housed at the Road Prison, order must be received by staff to be distributed during non-working hours.

D. The Contractor shall provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:

1) A detailed invoice of each inmate's individual order

2) A system to identify and collect sales taxes from inmate orders

3) A billing system for inmates' individual accounts that also provides for credits to inmates' accounts for items ordered and billed, but which were determined not to have been received by the inmate

4) A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, etc.

5) An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to his/her account.

6) An active, real-time interface from the existing ECCD JMS to establish the Inmate Bank accounts (within the Inmate Banking System) by extracting (from JMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the JMS). The current inmate management system utilized by the ECCD is *SmartJail version 9.12.2.11.* The interface shall need to extract the following information and the Inmate Banking System shall need to receive the listed items in separate files within the Inmate Banking System:

a) Inmate name
b) Inmate number
c) Inmate birth date
d) Inmate gender
e) Inmate housing location
f) Fee indicator (equal to "Y" or "N")
g) Inmate address
h) Last 4 of inmate social security number

Immediately after completion of the noted interface and creation of the inmate banking account, the system shall create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee. This fee (currently $20) is set by the Board of County Commissioners and is subject to change at their discretion. The fee is only applied to inmates whose fee indicator is equal to a "Y".

7) A means for staff and/or inmates to obtain real-time inmate account statement information (balances, deposits, charges, store order charge/credit amounts, etc.) through the use of internal kiosks, telephone systems, web-based connection (i.e., Microsoft ASP.net) or other technology. This functionality shall provide (at a minimum) the inmate's name, inmate number, account balance (including debt balance,) housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions

shall include a link to identify the items within the order.

8) The Contractor will be responsible for providing their own work stations (computers) for utilization by their staff.

9) Manual inmate deposit transactions/events to include the following (at a minimum), receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).

10) Acceptance of cash funds for initial cash deposits through the use of a booking kiosk. The system shall include the ability to obtain end of shift/period reports for all transactions processed through the booking kiosk. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits at other kiosks or being made manually at other posts (see Paragraph I below for specifics).

11) Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following:

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction as listed on Fee Proposal Form herein.**

i) Acceptance of public credit card deposits through the use of a public kiosk, telephone and Internet access. The Contractor shall be Payment Card Industry (PCI) compliant and able to prove PCI compliance by providing an Attestation of Compliance document to the County on a quarterly basis. This document shall be produced by an independent security firm that audits the Contractor's systems.

ii) These credit card transactions shall interface with the Contractor's banking system and update the inmate's banking account balances in real-time. The EFT transactions should also update (debit) the County's bank account in real time (or not later than the end of the next day) to account for the funds that the inmate is able to expend and/or to ensure that the County's bank account balance is reflective and includes funds that have been debited to an inmate's banking account and are subject to being released with the inmate's release or transfer to another agency. The Contractor shall assume full liability for all losses (stolen/bad credit cards, etc.) and hold the County harmless from any "put/charge back" transactions.

iii) The Contractor's EFT process shall track all deposits and real-time posting of transactions made to inmate accounts during the shift and include the ability to obtain end of shift/period reports for all transactions sent to the County's

bank. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits being made manually at other posts (see Paragraph I below for specifics).

iv) The EFT transactions shall be at no cost to ECCD or the County (to include the booking kiosk transactions) and the Contractor shall identify proposed fees to be charged to external customers for each transaction.

12) The system shall issue sequential receipt numbers for each deposit item processed. The receipt numbers shall be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking kiosk, public kiosk, telephone, internet, etc.) and receipt numbers shall be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as I0000001, I0000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc., booking kiosk deposits as BK0000001, BK0000002, etc. and so on). The system shall also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).

13) When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system shall have the ability to collect a portion/percentage of the deposit as set by ECCD (currently this feature is available but not being utilized) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).

14) Inmate withdrawal transactions/events to include the following (at a minimum):

i) 3rd Party Check Release
ii) Bond Check Disbursement
iii) Facility Transfer Check Disbursement
iv) Main Bond release
v) Pre-paid Card release

15) The system shall have the ability to issue and write checks. The check number shall be contained in a separate field as well as a memo filed for notes (county name, etc.) The check writing process shall include the ability to download daily (seven days per week) check information and the ability to create (and submit) a "positive-pay" file to the County's bank's automated banking system (currently Bank of America's online banking system). This requirement allows the bank to screen out unauthorized/ invalid checks prior to acceptance/cashing.

16) The system shall have the ability to issue (at the time of release) pre-paid debit/release cards loadable with varying amounts based on inmate account balances and ECCD policy.

i) The card shall be able to be used to make cash withdrawals at varying automated transaction machines and this service shall be provided at no cost to the County. The Contractor shall identify proposed fees to be charged to external customers for each transaction.

ii) The system shall have the ability to issue pre-paid transaction cards. The pre-paid card number shall be contained in a separate field and a memo field for notes (county name, etc.) shall be included. The pre-paid card process shall include the ability to download daily (seven days per week) card information. The Contractor shall assume full liability for all cash losses (stolen/bad pre-paid cards, etc.) and hold the County harmless from any "put/charge back" transactions.

17) Inmate charge transactions/events to include, at a minimum, the following:

Automated Daily Subsistence Fee – The system shall automatically charge a *daily subsistence fee. This fee (currently $3.00 per day) is set by the Board of County Commissioners and is subject to change at their discretion and is currently charged at 12 a.m. each day. The fee shall be charged to inmates whose fee indicator is equal to a "Y".

Manual Charge Transactions (at a minimum):

i) Dental Sick Call charges
ii) Doctor Sick Call charges
iii) Nurse Sick Call charges
iv) Medication charges
ix) Property Damage charges
xii) Daily subsistence fee (for use with manual needs as determined by ECCD)
xiii) Jail (booking) processing fee (for use with manual needs as determined by ECCD)

At any such time that one of the above noted charge events is processed against an inmate account that does not have the available fund balance to pay for the charge, the system shall have the ability to collect what is available based on a minimum remaining account balance as set by ECCD and to create an accounts receivable balance/debt for the uncollected amount within the inmate's account to be collected (by the system) at such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect debt amounts based on a percentage of the deposit as set by ECCD (currently this feature is not being utilized by Escambia County) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.). ECCD also

requires the ability to disable all debt collection (related to automated fees and manual charges) so that balances owed are only collected upon an inmate's release from custody.

18) The system shall include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.

19) Non-drawer balance inmate account affecting transactions/events to include at a minimum the following):

    i) Returned Deposit transaction (reduces inmate's account balance for NSFs, etc.)
    ii) Bad Deposit transaction (reduces inmate's account for transaction posted in error, works/washes with Deposit Correction transaction, noted below)
    iii) Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with Bad Deposit transaction, noted above)
    iv) Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state

20) The Contractor agrees to provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System in strict compliance with the County's Computing Standards as outlined in Exhibit 3 herein.

21) The system shall allow for voiding of any and all transactions/events noted above. This feature shall be able to be restricted to certain users as determined by ECCD.

22) The system shall include a reports module that allows for real-time downloading (at a minimum) of the following Inmate Banking reports:

    i) End-of-shift deposit, withdrawal, and checking reports
    ii) Deposit, withdrawal and checking reports by user specified to and from date/timeframes, post locations, money order/check numbers, etc.
    iii) Reports specific to user specified transaction/event types (i.e. deposits by type, withdrawals by type, and charges by type) by user specified to and from date/timeframes
    iv) Inmate account balance reports by inmate name and/or jail number to include system balance, debt and closeout/release amounts (needed during downtimes and for contingencies)
    v) Report for jail/booking processing fee and daily subsistence fee collection data by inmate to include daily charged amount, daily amount collected and summary data for total inmate population

    Note: The reports module shall include the ability to download all reports into Excel spreadsheet files. Each report shall include (at a

minimum,) the inmate's name, inmate number, transaction/event processed, amount, date and time processed, receipt number, and provide the ability to query by any other field contained within the database.

23) The system shall provide an interface which creates the ability for inmates to purchase phone time minutes from the commissary and have the purchase information provided to the contractor utilized by the facilities for the inmate telephone system (Main Jail and Work Release currently utilize Global Tel*Link and the Road Prison currently utilizes Network Communications International Corporation).

E. The Contractor shall keep full and accurate accounts of sales and other records related to the Commissary Services. The Contractor shall retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's sub-contractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with sub-contractor(s) and suppliers.

F. The system shall also allow for a minimum of four (4) security levels for the purpose of establishing input capability, reporting capability, inquiry/view-only and administration of user accounts.

G. The Contractor shall provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.

H. If at any time ECCD or the County decides to implement their own inmate Banking system, the Contractor shall be responsible for the following:

1) Providing of an interface to convert the data within the Contractor's inmate banking system to the ECCD/County's system. The interface shall include, at a minimum, all inmate items interfaced during the booking process as noted in Inmate Services Section E. paragraph 6, items a. through f. above, as well as the inmate's system balance, debt information (including history of open/unpaid items, etc.), closeout/release amounts, and other information as deemed necessary by ECCD.

2) Creating an interface for the exchanging of inmate store sales/order information to include, but not limited to, commissionable items, non-commissionable items, indigent items, sales tax information, etc.

3) Continuing and/or creation of reports as determined by ECCD needed to validate and reconcile store sales/order transactions, the Contractor's invoice, etc.

I. The Contractor shall provide an inmate request/grievance tracking system.

J. The Contractor shall provide the general public with a platform from which they can order pre-packaged selections of items to be delivered to inmates

no more than 3 business days after the receipt of the order.

4. Preferred/Optional Services

A. In addition to the required services listed in Section 3, the Escambia County Corrections Department has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes.

B. Any additional specialty offers/value added services should be clearly outlined as part of the Contractor's submittal.

5. Inventory Requirements

A. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". There are quantity and/or frequency limitations on over the counter medications and indigent items. These limitations will be provided to the Contractor upon contract execution. ECCD retains the right to limit quantities and frequencies of any item sold as well as place ordering caps as they deem necessary. ECCD also determines "gender specific" items. Note: The Contractor's system shall contain the ability for item quantity and frequency limits as well as gender limits as specified by ECCD.

B. The Contractor shall **not** provide any items for sale to inmates that have **not** been approved by the ECCD in accordance with the terms of this contract.

C. The Contractor shall provide, purchase and maintain custody of items mutually agreed upon by the Contractor and the ECCD for purchase by inmates of the ECCD under the provisions of this contract. The Contractor's stock shall not be maintained on the premises of the ECCD.

D. After Board approval and award of contract, the Contractor shall submit a proposed Store Items List to the County. The County will review said list and work with the Contractor on any recommended changes. As part of this review, the County will request a sample of any item which it deems requires a physical inspection prior to acceptance. All samples will be returned to the Contractor in the same condition as received. Prior to the County's final approval of an acceptable Store Items List, the Contractor shall hire an independent 3rd party company to provide a certified "fair market value" survey of items sold in the local community that are comparable to items contained on the Store Items List. "Fair market value" prices shall be obtained form three retail establishments within Escambia County, one (1) of which shall be a large retail store, i.e. Kmart, Wal-Mart, Target, Publix, etc. The prices obtained from the three stores shall be added together and the total divided by three to obtain an average price based on per ounce/item equivalents). The average price shall be considered the "fair market value" for the purposes of the contract. The contractor shall comply with Florida Model Jail Standards, Section 10.01 (b) and Florida Statute 951.23 (9) B requiring inmate commissary prices be set at "fair market value". The 3rd party company conducting the "fair market value" survey shall submit their results with a cover memo. Items found to be above the fair market value shall be reduced to a price within fair market value as determined by ECCD.

The Fair Market Value survey shall be a requirement of the Contractor on an annual basis for the duration of the contract.

The Contractor may request price increases for items determined to be below the Fair Market Value. Proposed price increases must be approved by ECCD prior to implementation.

E. The Contractor shall bill the ECCD for the Contractor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.) No other costs for the provision of goods to inmates pursuant to this contract may be billed to the ECCD.

F. The Contractor shall request in writing and obtain written approval from the ECCD Contract Monitor for the substitution of any item prior to offering said substitution item for sale to inmates.

G. The Contractor shall, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the ECCD Staff, may be used as weapons or tools will not be permitted in the Corrections facilities.

H. The Contractor shall, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.

I. The Contractor shall not provide any products containing alcohol for sale to inmates.

J. The Contractor shall sell "Security Sensitive" items whenever possible. In particular, the Contractor shall sell the transparent GPX (brand/trademark) AM/FM Radio and each radio shall be engraved with the inmate's jail number and the headphones shall be removed from the package before delivery to the ECCD premises. The Contractor shall sell a separate set of "ear buds" in place of the removed headphones.

K. The ECCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.

L. The Contractor shall, at a minimum, provide products in all the following categories (see Exhibit 1 for detailed items, sizes, etc.):

1) Stamps, stationary, greeting cards and writing supplies
2) Candy, cookies, crackers, chips, peanuts and like snacks
3) Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
4) Approved over-the-counter medications
5) Underwear, socks, shorts and shoes
6) Indigent clothing, hygiene items and over the counter
7) Indigent Kits (the contents of which will be established by the Department upon award)

Note: Indigent inmates are defined as inmates who maintain an account balance of less than $1.00 for a consecutive period greater than seven (7) days. At any such time that an indigent inmate orders an indigent item(s) or kit, the inmate banking system shall collect any available balance and create an accounts receivable balance/debt within the inmate's account for

any uncollected difference. The system shall be able to collect the accounts receivable/debt amount at any such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect up to 50% (as needed) of the deposited amount against the debt/accounts receivable amount and to process the collected funds into the general ledger account established for the specific indigent debt (i.e. indigent repayment). The features which allows the system to collect debt automatically on deposit must also have the ability to be disengaged when its use is not desired.

6. Delivery of Commissary Items to Inmates

A. The Contractor shall deliver commissary items to the Main Jail and Work Release through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty. In regard to the Road Prison facility, the orders should be delivered to the Road Prison for distribution by the Road Prison staff during non-working hours.

B. In cases where an inmate has been moved to a different housing location after placing a store order, the Contractor shall verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items, the Contractor shall deliver the order to the new housing location. If the inmate is NOT authorized to receive the items in the new housing location, the store order shall be returned to stock and the Contractor shall process a refund to the inmate's account.

C. The Contractor shall package the inmate orders in sealed containers that allow for visual inspection of the contents without breaking the seal.

D. The Contractor shall deliver commissary items to inmates once per week.

E. Off-line sales - In some instances, inmate claims of lost commissary items is substantiated due to movement for medical, courts, etc. and ECCD authorizes re-issuance of the lost items by the Contractor. When these cases arise, ECCD will notify the Contractor of the need for an off-line sale. The Contractor shall provide the replacement items to the inmate based on the ECCD notification and shall not process the order as a sale item against the inmate's account. The Contractor shall invoice ECCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

7. Inmate New Commit Kit Requirements

A. Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "new commit kit." This kit is distributed by ECCD staff and will be purchased from the Contractor. The pricing of the kits must be at cost and the contents of the kit are as follows:

1) Five (5) 0.34oz packets of body wash/shampoo
2) One (1) 0.85oz Naturemint Toothpaste
3) One (1) 3" thumb toothbrush
4) One (1) 5" Black Comb

B. ECCD will order the kits in bulk (approximately 1,500 per month) and the

Contractor shall provide a shipping receipt with each order.

C. The Contractor shall invoice ECCD after each delivery and ECCD will add the cost of the new commit kits to the monthly invoice.

D. The new commit kits are purchased by ECCD, paid from the Inmate Welfare Fund and are tax exempt.

8. Systems Reports, Daily Batch files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation

A. The Contractor shall provide ECCD with an interface (i.e. Crystal Reports, etc. as approved through County standards), to allow for real-time running of all reports noted throughout this Scope of Services.

B. Contractor shall be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.

C. The Contractor shall provide to ECCD daily batch files that include:

1) Batch number and date orders were processed. Note: Charges and credits (refunds) shall be contained in separate batch files.

2) Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged. Note: Indigent orders and other specialty/ value added orders shall be included (by inmate) in the batch file.

3) Batch sales summary information that includes the following:

a) Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued
b) Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded)
c) Gross sales (total merchandise sold amount, less sales tax amount)
d) Non-Commissionable sales amount (amount of non-profit items sold/refunded,) plus the indigent medications and clothing issued
e) Commissionable sales amount (gross sales less the non-commissionable sales amount)
f) Amount of Escambia County commission (commissionable sales amount multiplied by agreed commission rate)
g) Sub total amount due to/from Contractor (commissionable sales amount less amount of Orange County commission)
h) Amount due to/from Contractor (sub total amount plus non-commissionable sales amount)

4) The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Contractor shall ensure that the batch files are received at ECCD not later than three (3) business days after processing

D. The Contractor shall provide ECCD with the ability to run an invoice through use of a real-time report. The report shall allow for a beginning and ending date and the output file shall be in Excel format. The invoice shall detail the following items:

1) A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount

2) A column identifying the total amount of items sold (relative to the batch/row)

3) A column identifying the portion of the total amount of items sold that was subject to commission

4) A column identifying the portion of the total amount of items sold that was for any specialty/value added item sales (commissionable item)

5) A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items)

6) A column identifying the portion of the total amount of items sold that were non-taxable items

7) A column identifying the portion of the total amount of items sold that were taxable items

8) A column identifying the amount of sales tax related to the taxable items sold

9) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued

10) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued

11) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued

12) The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

Note: Any invoices for costs of new commit kits received during the month shall be added to the monthly invoice (by ECCD), as a non-commissionable purchase item and ECCD will include these costs in the monthly payment.

E. On the first business day of each month, ECCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, ECCD will submit the invoice to the Escambia County Comptroller's Finance section for payment. Note: In normal circumstances the payment voucher will be submitted no later than fourteen (14) calendar days after the first of the

month and the Comptroller will need up to an additional ten (10) days to pay the invoice, however, discrepancies with the invoice report and batch files could be cause for delay.

F. Any time the batch file information does not reconcile with the invoice, the Contractor shall be responsible for assisting with finding the discrepancy and shall correct account entries as needed.

G. At the end of each Escambia County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within thirty (30) days of written notice.

As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.

H. The Contractor shall provide ECCD with the ability to run a General Ledger report through use of a real-time reporting system. The report shall allow for the following:

1) A beginning and ending date and the output file shall be in Excel format and shall summarize the daily amounts for all transactions/events noted throughout this Scope of Services.

2) The amount related to the cost of indigent items and kits purchased.

3) The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.

4) The amount of store orders processed against inmate accounts.

5) The amount of store order refunds pertaining previously charged/purchased goods.

6) Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: each column should end with a total amount.

7) The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.

8) A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).

8) The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

9. Liquidated Damages

A. On any scheduled commissary delivery day in which the Contractor fails to deliver the commissary orders within four (4) hours of the scheduled time, the Contractor shall pay liquidated damages of $500.00.

B. In the event the Contractor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay liquidated damages of $1,000 for every day, or portion of a day, after the day scheduled for delivery.

C. On any scheduled commissary delivery day in which the Contractor fails to deliver 100% of the commissary orders, the Contractor shall pay liquidated damages of $100 if undelivered orders equal over 2% of the orders scheduled for delivery.

D. Failure of the Contractor to maintain a 98% on time order completion rate shall be considered a material breach of the Contract.

10. Security and Identification

A. All costs for background investigations shall be Contractor's responsibility. At all times, the County retains the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.

B. Background checks for the Contractor’s staff must be approved by the County prior to working in any County facility. The Contractor is responsible for obtaining the necessary forms for background checks as follows:

1) All Contractor’s staff working at any Corrections related facility - request forms via e-mail from internal affairs.

2) All Contractor’s staff working at other Escambia County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (if there is a cost, this will be passed on to the Contractor) via e-mail to internal affairs for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County representative will inform the Contractor of their background check results.

Upon background check approval, the Contractor's staff shall go to the Escambia County Human Resources office located at 221 Palafox Place, Pensacola, Florida 32501 with an Affidavit of Identity form (issued by the Contractor**)** and a State of Florida I.D. or Driver's License to obtain their Escambia County photo I.D. badge.

C. Contractor's employees shall not be allowed to work in Escambia County facilities without completed and approved background investigations.

D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's representative in writing, of such termination or transfer.

E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's representative within twenty four (24) hours of knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.

F. The Contractor shall remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.

G. The Contractor shall not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.

H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering any area unless required in the performance of the services.

11. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

A. All Contractor employees shall carry a valid ID at all times.

B. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:

1. Employee's full name
2. Employee's date of birth
3. Employee's race/sex
4. Employee's Social Security number
5. Employee's Driver's License number

C. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.

D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.

E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.

F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.

G. The Contractor's employees shall always follow the direction of the escort officer.

H. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.

I. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.

J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.

M. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.

N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

O. No illegal drugs or drug paraphernalia are allowed in the compound.

P. No weapons, guns or ammunition are allowed in any Corrections facility.

Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.

R. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.

S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

T. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

12. Right of Inspection:

The Contractor shall permit ECCD personnel to inspect all parts of the commissary areas of ECCD without notice at any time. The Contract Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD commissary sections, with or without advance notice from the Contract Monitor.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

PHASE 1 – QUALIFICATIONS AND WRITTEN TECHNICAL APPROACH

A. Letter of Transmittal

Each Proposal shall be accompanied by a letter of transmittal which summarizes key points of the response to this Request for Proposals and is signed by an officer of the firm who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

1. Name of the firm submitting the proposal,
2. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
3. Mailing address, telephone number, fax number and email address of firm's primary contact.

B. Technical Approach to Commissary and Inmate Banking

Proposers shall demonstrate an understanding of every task or service required and each shall be clearly identified. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Proposer understands the results to be accomplished and the way in which the Proposer intends to accomplish them.

1. Proposers shall provide a complete description of the processes and systems proposed for:

    a) Inmate ordering of goods, from the point of inmates receiving blank forms (including a copy of the proposed form) through receipt of the order by the Proposer and/or the ability for inmates to order goods through the use of a housing kiosk and/or telecommunications device.

    b) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates housed in various housing units (i.e. hygiene only, female only, etc.).

    c) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates based on medical needs (i.e. salt-free items, diabetic items, etc.).

    d) Delivering the filled order to the inmate, including details of packaging, receipting and discrepancy reconciliation.

    e) All inmate billing and banking (including copies of issued receipts, end of shift reports, general ledger information/reports, inmate account statements, etc.).

    f) Handling of deposit items to include use of kiosks for initial booking funds receipt, public deposit transactions, web-based and telecommunications technology and manual systems input transactions.

    g) Funds release processing to include manual cash and check release transactions and debit card release capabilities.

    h) Provision of a receipt to individual inmates.

    i) Provision for refund of charges for orders undelivered due to the transfer of an inmate to another agency.

    j) All billing to ECCD (including copies of daily batch files, monthly invoices, general ledger information/reports, etc.).

    k) Process and timeline for (potential) transition from old commissary provider to new commissary provider with regards to account balance transfers (to include inmate debt balances), installation of needed hardware and software applications, sales of items during the transition period, and etc.

    l) Process and timeline for transitioning to new commissary provider at the end of contract term with regards to items noted in item 9 above.

1. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". Proposers shall provide an "items to be sold

list" which includes both name brand and generic items for the best possible price for inmate purchases. The list shall include item information, name brand (manufacturer), item sizes/net weights (ounces, small, medium, etc,) and proposed price. NOTE- A third party fair market value survey is not required with the RFP submittal, however the fair market value survey will be required form the awarded Contractor prior to the County's acceptance of the final Store Item List and annually thereafter.

2. Proposers shall also include a product list identifying proposed indigent items (to include sizes, net weights, etc.). The Proposer shall price all indigent items and the indigent kit based on their cost of goods.

3. Proposed pricing for all items noted on the submitted "items to be sold list" shall be all inclusive prices and no other costs (i.e. packaging, shipping, etc.) shall be added to the listed prices.

4. Proposers shall provide a list of the proposed items (including net weights, etc.) to be contained in any specialty/value added order offers.

5. Proposers shall provide sample new commit kits and proposed pricing for the kits (see Scope of Services, Section 6 for specifics) on Attachment B, Fee Proposal Form herein.

6. Proposers shall provide a complete description of any automated ordering, billing or discrepancy reconciliation system (to include copies where possible,) including the database utilized and any computer hardware that would be installed at the ECCD.

7. Proposers shall describe in detail the training that would be provided for any ECCD staff that may be required to enter or retrieve data in the Proposer's automated system.

8. Proposers shall provide a proposed schedule for the delivery of commissary goods to the inmate housing areas of the Corrections complex (see Exhibit 2). An example of ECCD's current delivery schedule is noted in Exhibit 2.

9. Proposers shall submit a written plan (limited to 2 pages) for transferring control of commissary services to the County or to another Proposer upon termination of the contract.

EVALUATION OF PHASE 1 - Qualifications and Written Technical Approach

County staff will evaluate proposer's submitted documentation for the qualification of firm, qualification of staff and written technical approach as required in Sections 2, 3 and 4. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Phase 1 will be calculated based on the following weighted criteria.

SECTION	SELECTION CRITERIA	SCORE RANGE	WEIGHT
1.	Qualification of Firm	1 - 5	60
2.	Qualification of Staff	1 - 5	60
3.	Technical Approach	1 – 5	80
		Total Possible Final Points for Phase 1 -	**1000**

Each section will be evaluated using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score.

The formula for calculating an evaluation score is as follows: each section has a maximum number of five points. The total number of points the proposer receives for each section will be multiplied by the weight of said section to obtain the final section score. The total score for each section shall be added together to derive each proposer's final score for Phase 1.

EVALUATION OF PHASE 2 - On-Site Product Demonstrations with Review of Phase 1 Responses and Fact Finding

Only those proposers scoring 600 or above in Phase 1 will be allowed to participate in Phase 2 of the evaluation process, product demonstrations and fact finding.

1. During the product demonstrations, proposers will be asked to make an oral, on-site, WEBEX or GoToMeeting type presentation and provide a demonstration of their proposed solution. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their product. Proposers shall also be prepared to answer detailed questions regarding their response to the County's functional requirements identified in the RFP including required custom modifications, data conversion and interface requirements. All demonstrations must be presented by staff that are familiar with the technical aspects and design constraints of the product. This presentation shall either be conducted in Pensacola, Florida or from the proposer's location via WEBEX or GoToMeeting or similar web conferencing platform that will allow the County to view the full functionality of the product. The County may videotape the demonstrations at its discretion.

2. The fact-finding portion of the presentation will follow the product demonstration. The fact finding provides the opportunity for the proposer to hear/view and understand County existing systems, processes and procedures, and gather all of the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of their cost proposal.

3. The specific place and time for the product presentation and fact finding will be determined after the Phase 1 evaluation of the proposals has been completed. Qualified proposers shall be notified of their scheduled demonstration date as soon as possible. The County anticipates that the length of demonstrations and fact finding combined will be limited to one eight-hour business day. Therefore, each proposer that qualifies for Phase 2 shall have one day to provide both the product demonstration and fact finding.

4. **Proposer's product demonstration shall be presented using only the information, data and scenarios in Attachment A.** Proposer shall have all inmate data and scenario details setup in their system prior to the demonstration.

Phase 2 will be evaluated and calculated based on the following weighted criteria:

SECTION	SELECTION CRITERIA	SCORE RANGE	WEIGHT
1.	Scenarios 1 through 28 Each scenario will be scored separately based on the product's ability to perform the required function within that specific scenario	1 – 5 per scenario	5 per scenario
2.	Scenario 29-31 - Reports	1 - 5 per scenario	20 per scenario

Total Possible Final Points for Phase 2 - 1000

Each product demonstration/fact finding will be evaluated in all scenarios with the weight listed above being a maximum score. Each scenario will be scored with a range of 1 through 5 and the score multiplied by the weight listed for the applicable section. Section 1 has 28 scenarios, each with a weight of 5, totaling 700 possible points. Section 2 has 3 scenarios, each with a weight of 20, totaling 300 possible points. The total score for both sections shall be added together to derive each proposer's final score for Phase 2.

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process.

EVALUATION OF PHASE 3 - Fee Proposal and Location

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process, fee proposal, and location.

1. Fee Proposal

A. Proposer shall complete and submit the Fee Proposal Form herein as Attachment B.

B. Proposer shall propose the payable commission percentage rate as follows:

1. An Escambia County Inmate Sales Commission rate/percentage to be paid to Escambia County (based on Adjusted Gross Sales, as defined below) for each period of the contract. Each month, ECCD will reduce the amount due on the Proposer's monthly invoice by the calculated commission amount and shall deposit these proceeds into the Inmate Welfare Fund.

   The adjusted gross sales amount to be utilized for each noted commission is defined/calculated as follows:

   Total amount of merchandise sold/issued to inmates on behalf of ECCD
   Minus Applicable Sales Tax
   Minus all "Indigent Items" issued
   Minus Non-Profit Items (stamps, stamped envelopes, etc.)
   Equals Adjusted Gross Sales

2. The Escambia County Inmate Sales Commission fee proposal shall also include a scaled guaranteed minimum commission payable amount based

on ECCD's non-Work Release annual average daily inmate population calculated at the end of each timeframe as noted in Attachment B. Rules governing how this item is calculated versus actual paid/due commission amount are noted in Attachment B.

C. Proposer shall propose the cost of individual new commit kits as defined in Section IX, item 6 herein.

D. The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

1) Proposer shall propose a fee charge for public debit/credit card deposits through the use of a public deposit machine/kiosk. The proposed fee cannot exceed $3.00 per deposit transaction.

2) Proposer shall propose a fee charge for public credit card deposits through the use of telephone or Internet access. The proposed fee cannot exceed $4.95 per deposit transaction.

3) Proposer shall propose a fee associated with pre-paid debit card/release transactions. The use of the card shall be free for the first 72 hours after release. The maximum fee that can be charged is $3.00/day thereafter.

E. Proposer shall outline in detail any specialty/value added items or services that they would propose offering as part of the contract award.

The Proposer understands that this RFP does not constitute an agreement or contract with the Proposers. Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Evaluation of Phase 3 - Fee Proposal and Location

Criteria	**Weight**
Inmate Sales Commission	900
Guaranteed Minimum Annual Commissions	700
New Commit Kits	200
EFT and Miscellaneous Fees/Charges	100
Specialty/Value Added Offerings	100
Total Possible Fee Proposal Points	**2000**
Total Possible Final Points for Phase 3	**2000**
Phase 1 Score	1000
Phase 2 Score	1000
Phase 3 Score	2000
Total Phase 1, Phase 2 and Phase 3 Score	4000

ATTACHMENT A

PHASE 2

ON-SITE BANKING SYSTEM DEMONSTRATION

Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Proposer's banking system demonstration shall be presented using only the information, data and scenarios in this attachment. Proposer shall have all inmate data, scenario details and any applicable software customization setup in their system prior to the demonstration. The County will not pay any additional cost for customization of proposer's software to accommodate the banking services required in this RFP.

SECTION 1 - INMATE ACCOUNTING

Proposer shall only utilize the inmate account information as set forth in the following table. An account shall be set up for each individual inmate as listed to be used during the presentation of scenarios 1 through 28 below:

Inmate Last Name	Inmate First Name	Booking/Jail #	Date of birth	Sex	Building (Location)	Fee (Y/N)	Active/ Inactive
Davidson	David	12111111	6/2/1956	M	Genesis 2a	Y	Active
Lawrence	Larry	12000230	6/9/1958	M	Horizon 6D	N	Active
Robertson	Robert	12033556	12/6/1957	M	Main 3T	Y	Active
Jamison	Jimmy	12044455	9/17/1992	M	Whitcomb	N	Active
Ghost	Kasper	12012345	8/20/1988	M	Phoenix	Y	Active
Ghost	Kasper	09002340	8/20/1988	M	Phoenix	Y	Inactive
Rabbit	Roger	12102245	5/5/1933	M	Pod B	Y	Active
Rabbit	Roger	10000345	5/5/1933	M	Phoenix	Y	Inactive
Jamison	Jenny	12055444	9/15/1987	F	FDC B	Y	Active
Rat	Randy	12123465	6/1/1955	M	Whitcomb	N	Active
Mole	Mandy	12321456	5/23/1945	F	FCD C	Y	Active
Mole	Mandy	11007865	5/23/1945	F	FCD K	Y	Inactive
Poppins	Marilyn	12111110	1/1/1910	F	FDC K	Y	Active
Rainbow	Arielle	12243570	3/31/1950	F	FDC K	N	Active
Missy	Mylinda	12087609	2/25/1945	F	FDC A	Y	Active

1. **Mandatory:**

   a. System shall accommodate all of the above-mentioned fields.

   b. System shall differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.).

   c. Demonstrate the various security levels and the differences between.

Proposer shall demonstrate the following:

2. Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer.

a. **Scenario 1:** Show the automated $10.00 booking fee posted to the previously indicated accounts.

b. **Scenario 2:** The following inmates had money when he/she was booked; display the process of depositing these amounts into his/her account:

Inmate Last Name	Booking/Jail #	Amount Deposited	Type of Deposit	Item Number
Davidson	12111111	3.00	Cash	
Robertson	12033556	30.00	Cash	
Jamison	12044455	200.00	Cash	
Ghost	12012345	5.00	Cash	
Rabbit	12102245	22.50	Cash	
Mole	12321456	522.67	Government Check	1000051112
Poppins	12111110	34.54	Cash	
Missy	12087609	234.87	Money Order	R2356798410

c. **Scenario 3:** Update the following inmate for funds located after the initial booking (found while inmate still in booking, but monies already processed).

Inmate Last Name	Booking/Jail #	Amount Found
Rainbow	12243570	50.00

d. **Scenario 4:** Display each inmate's accounts with accounts receivable and collections.

e. **Scenario 5:** Display the End of Shift Report for processed deposit transactions with receipt numbers.

f. **Scenario 6:** Display the clearing of the cash drawer totals (removal of funds deposited for current shift) that reset the drawer balance to zero.

3. Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.

a. **Scenario 7:** Display the automated $3.00 daily fee per day to the following accounts:

Inmate Last Name	Booking/Jail #	# Days
Davidson	12111111	3
Robertson	12033556	2
Jamison	12055444	1
Ghost	12012345	4
Rainbow	12243570	2
Rabbit	12102245	4
Mole	12321456	4

b. **Scenario 8:** Display how an inmate daily fee status is changed from yes to no; and process a refund of the daily fee to the following inmate (Rabbit PO0654321 #12102245 for 2 days). How does the application maintain when the change was made?

4. Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.

a. **Scenario 9:** Display that the public deposited the following in the Corrections' Drop Box, and process the following deposit(s) into the inmate's accounts:

Inmate Last Name	Booking/Jail #	Received from Drop Box	From	Item #
Davidson	12111111	$10 money order	Mom Davidson	9517532684
Davidson	12111111	$20 money order	Joy Davidson	9517532685
Lawrence	12000230	$100 Money order	Honey Mama	R2058963147
Robertson	12033556	$30 money order	C. Robertson	R2645319872
Jamison	12055444	$500 government check	Lakeville County	63985
Ghost	12012345	$55 money order	Johnny Scumbag	497856231
Rabbit	12243570	$200 money order	Becky Rabbit	357984612
Rabbit	12243570	$40 money order	Peter Rabbit	R852369741
Jamison	12044455	$50 money order	Dad Jamison	123654789
Rat	12123465	$200 money order	Sister Mole	741369852

b. **Scenario 10:** Display each inmate's accounts with account receivables and collections.

c. **Scenario 11:** Display the End of Shift Report with receipt numbers for processed receivables and collections.

d. **Scenario 12:** Display the clearing of the cash drawer total (removal of funds deposited for the shift) and reset the drawer balance to zero.

5. Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:

- Store Ordering
- Refunds
- Frequency
- Diet restrictions
- Gender
- Indigent items with frequency limits
- Housing restrictions
- Receipts

- Daily Order Reports

a. **Scenario 13: Display and process** commissary orders and/or refunds for the following inmates:

Inmate Last Name	Booking/Jail #	Commissary Order
Davidson	12111111	$50 commissary order
Ghost	12012345	$44 commissary order
Jamison	12044455	$20 commissary order
Rat	12123465	$70 commissary order
Mole	12321456	$50 commissary order
Jamison	12055444	$70 commissary order
Mole	12321456	$10 partial commissary refund
Ghost	12012345	$15 indigent order

b. **Scenario 14:** The following inmates tried to order commissary items, show their commissary order form and the items being denied due to commissary restrictions:

- Rabbit 12243570 Tries to order a bra (Rabbit is a male)
- Rat 12123465 Is diabetic, but tries to order a candy bar

6. Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.

a. **Scenario 15:** Process the various charge transactions and voids to the following inmate's accounts:

Inmate Last Name	Booking/Jail #	Charge Transactions
Davidson	12111111	$5 Nurse visit
Lawrence	12000230	$10 Doctor visit
Lawrence	12000230	$10 Refund /void for Doctor
Jamison	12044455	$48 Methadone
Rainbow	12243570	$20 Medication charge
Rainbow	12243570	$10 Refund for medication
Mole	11007865	$5 Lost/damaged ID

7. Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.

a. **Scenario 16:** It was discovered that the $200.00 deposited into inmate Rat's 12123465 account should have been deposited into Mole's 12321456 account. Money was spent on commissary; however, commissary was able to stop delivery. Show how to recover the funds from the wrong account and place into the correct account.

b. **Scenario 17:** A counterfeit $50.00 was discovered at the bank (following deposit). It was determined that it had belonged to inmate Jamison 12044455. Display how to recover the funds from inmate Jamison's account.

c. **Scenario 18:** A stop payment/returned money order $40.00 for inmate Rabbit 12243570 was received from the bank. Show how to recover the funds from inmate Rabbit's account.

8. Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.

   a. **Scenario 19:** Display initial drawer balance (Note: Prior to demo set balance @ $2,000.00).

   b. **Scenario 20:** Display $1,000.00 petty cash issued to cash drawer and new drawer balance.

   c. **Scenario 21:** Process and display the release of the following funds from the inmate's account (release to public may be to a friend, relative, other inmate, etc.):

Inmate Last Name	Booking/Jail #	Amount	Released type	Released To
Jamison	12044455	$100.00	Public	Ms. Jones
Jamison	12055444	$250.00	Ck IRM	Clerk of Courts
Robertson	12033556	$52.00	TOT/TDY	Miami-Dade Department of Corrections
Lawrence	12000230	$50.00	Public	N. Grace
Mole	12321456	$200.00	Ck - IRM	Clerk of Courts
Lawrence	12087609	$50.00	TOT/TDY	FL State Department of Corrections
Rabbit	12102245	$164.50	Released with $10 cash and $154.50 remaining with cash card	Inmate released
Mole	12321456	$100.00	Public	Rat (released inmate)
Mole	12321456	$266.67	TOT/TDY	Transferred to FL State Department of Corrections with a check;
Poppins	12111110	$29.54	TOT/TDY	FL State Department of Corrections
Rainbow	12243570	$37.00	Released with $10 in cash and $27 cash card	Inmate released

   d. **Scenario 22:** Display the End of Shift Report from the previous transactions (should include inmate jail #/name, amount of transaction, receipt numbers, total amount, transaction count, etc.).

9. Process and display withdrawal transaction voids (cash release, check, cash card).

   a. **Scenario 23:** The withdrawal of $100.00 from Jamison, Jimmy's account 12044455 was discovered to be an error. Void the $100.00 withdrawal.

b. **Scenario 24:** Poppins check to FL State Department of Corrections ($29.54) was never cashed after 180 days. The check needs to be voided and the funds returned to Poppins's account.

10. Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.

a. **Scenario 25:** Prior to demo, set safe balance to $40,000.00 (cross reference scenario # 21). Process issuance of $1,000.00 to cash drawer from safe's petty cash (due to low funds available in cash drawer) and show safe balance.

b. **Scenario 26:** Received petty cash replenishment of $25,000.00 from downtown. Process and display how this is entered into the banking system.

c. **Scenario 27:** Upon making a deposit to the bank, a $50.00 counterfeit bill was discovered (the owner of the bill was unknown); process and display how to deduct the cash loss from the safe balance.

d. **Scenario 28:** A $50.00 check is received from downtown; process and display how these funds replenish the cash loss into the safe balance.

SECTION 2

1. MONTHLY INVOICING REPORT

Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.
- A column identifying the total amount of items sold (relative to the batch/row).
- A column identifying the portion of the total amount of items sold that was subject to commission
- A column identifying the portion of the total amount of items sold that was for each specialty/value added item sales category (commissionable items).
- A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).
- A column identifying the portion of the total amount of items sold that were non-taxable items.
- A column identifying the portion of the total amount of items sold that were taxable items.
- A column identifying the amount of sales tax related to the taxable items sold.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for)

indigent clothing issued.

- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.

- The amount owed to the Contractor with summary information identifying the total of
commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

2. MONTHLY GENERAL LEDGER REPORT

Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.

- Columns related to the cost of indigent items and kits purchased.

- A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.

- A column for the monetary amount of store orders processed against inmate accounts.

- A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.

- Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: Each column should end with a total amount.

- The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.

- A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).

- The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

3. OTHER REPORTS

Scenario 31: Display or provide the following reports:

- Daily booking fees charged and collected
- Daily subsistence fees charged and collected
- Daily checks and void(s) report
- Monthly funds recoverable
- Weekly and Monthly Cash Withdrawal Report
- Daily, Weekly and Monthly Check Transaction Report
- Daily Inmate Balance Report with Debt and Release Balance Amounts
- Cash Card Report

PHASE 2

INMATE COMMISSARY AND BANKING SERVICES

The following is a check list of the above Scenarios and their individual functional requirements (see Scenario Ref # column). Proposer shall answer each question according to the following legend:

Yes Column ----- Requirement is met fully by the proposed banking system and will be demonstrated.

No Column ------ Requirement not included in this proposal.

SCENARIO REF #	FUNCTIONAL REQUIREMENT	PLACE AN" X" IN APPROPRIATE BOX	
	Section 1	**YES**	**NO**
	Inmate Accounting		
1.	**Mandatory**		
1.a	Does your banking system accommodate all of the mentioned fields?		
1.b	Does your banking system differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.)?		
1.c	Does your banking system demonstrate the various security levels and the differences between?		
2.	**Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer. Scenarios 1 thru 6**		
2.a	Does your banking system successfully demonstrate Scenario 1?		
2.b	Does your banking system successfully demonstrate Scenario 2?		
2.c	Does your banking system successfully demonstrate Scenario 3?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.d	Does your banking system successfully demonstrate Scenario 4?		
2.e	Does your banking system successfully demonstrate Scenario 5?		
2.f	Does your banking system successfully demonstrate Scenario 6?		
3.	**Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.**		
3.a	Does your banking system successfully demonstrate Scenario 7?		
3.b	Does your banking system successfully demonstrate Scenario 8?		
4.	**Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.**		
4.a	Does your banking system successfully demonstrate Scenario 9?		
4.b	Does your banking system successfully demonstrate Scenario 10?		
4.c	Does your banking system successfully demonstrate Scenario 11?		
4.d	Does your banking system successfully demonstrate Scenario 12?		
5.	**Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:**		
	• Store Ordering		
	• Refunds		
	• Frequency		
	• Diet restrictions		
	• Gender		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	• Indigent items with frequency limits		
	• Housing restrictions		
	• Receipts		
	• Daily Order Reports		
5.a	Does your banking system successfully demonstrate Scenario 13?		
5.b	**Does your banking system successfully demonstrate Scenario 14?**		
	• Rabbit – 12243570 - Tries to order a bra (Rabbit is a male)		
	• Rat – 12123465 - Is diabetic, but tries to order a candy bar		
6.	**Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.**		
6.a	Does your banking system successfully demonstrate Scenario 15?		
7.	**Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.**		
7.a	Does your banking system successfully demonstrate Scenario 16?		
7.b	Does your banking system successfully demonstrate Scenario 17?		
7.c	Does your banking system successfully demonstrate Scenario 18?		
8.	**Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.**		
8.a	Does your banking system successfully demonstrate Scenario 19?		
8.b	Does your banking system successfully demonstrate Scenario 20?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
8.c	Does your banking system successfully demonstrate Scenario 21?		
8.d	Does your banking system successfully demonstrate Scenario 22?		
9.	**Process and display withdrawal transaction voids (cash release, check, cash card).**		
9.a	Does your banking system successfully demonstrate Scenario 23?		
9.b	Does your banking system successfully demonstrate Scenario 24?		
10.	**Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.**		
10.a	Does your banking system successfully demonstrate Scenario 25?		
10.b	Does your banking system successfully demonstrate Scenario 26?		
10.c	Does your banking system successfully demonstrate Scenario 27?		
10.d	Does your banking system successfully demonstrate Scenario 28?		
	Section 2		
1.	**<u>Monthly invoicing report Scenario 29:</u> Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?**		
	• A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.		
	• A column identifying the total amount of items sold (relative to the batch/row).		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	• A column identifying the portion of the total amount of items sold that was subject to commission (commissionable/profit items sold, does not includes specialty/value added item sales).		
	• A column identifying the portion of the total amount of items sold that was for specialty/value added item sales (commissionable item).		
	• A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).		
	• A column identifying the portion of the total amount of items sold that were non-taxable items.		
	• A column identifying the portion of the total amount of items sold that were taxable items.		
	• A column identifying the amount of sales tax related to the taxable items sold.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued.		
	• A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued .		
	• The amount owed to the Contractor with summary information identifying the total of commissionable items (which includes specialty/value added order sales,) less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.	**<u>Monthly general ledger report Scenario 30:</u> Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?**		
	• A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.		
	• Columns related to the cost of indigent items and kits purchased.		
	• A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.		
	• A column for the monetary amount of store orders processed against inmate accounts.		
	• A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.		
	• Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc. Note: each column should end with a total amount.		
	• The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.		
	• A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).		
	• The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.		
3.	**Does your banking system successfully demonstrate Scenario 31- for the following Other Reports?**		
	• Daily booking fees charged and collected		
	• Daily subsistence fees charged and collected		
	• Daily checks and void(s) report		
	• Monthly funds recoverable		
	• Weekly and Monthly Cash Withdrawal Report		
	• Daily, Weekly and Monthly Check Transaction Report		
	• Daily Inmate Balance Report with Debt and Release Balance Amounts		
	• Cash Card Report		

ATTACHMENT B

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

PROPOSAL A: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

Contract/Fiscal Periods	**Inmate Sales Commission**
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	_____%
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	_____%
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	_____%
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	_____%
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	_____%

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	_____%
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	_____%

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL A: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	$_____
1,200 - 1,399	$_____
1,400 - 1,599	$_____
1,600 - 1,799	$_____
1,800 - 1,999	$_____
2,000 – above	$_____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL A: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	$_____	$_____

Total Estimated Annual Cost of Kits - $_____

PROPOSAL A: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits .....$_____
through the use of a kiosk. The proposed fee cannot exceed
$3.00 per transaction.

Proposed fee charge for public credit card deposits through the .....$_____
use of telephone or Internet access. The proposed fee cannot
exceed $4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release.....$_____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is $3.00/per day thereafter.

PROPOSAL A: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PROPOSAL B: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

Contract/Fiscal Periods	**Inmate Sales Commission**
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	_____%
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	_____%
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	_____%
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	_____%
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	_____%

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	_____%
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	_____%

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all “Indigent Items” issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL B: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	$_____
1,200 - 1,399	$_____
1,400 - 1,599	$_____
1,600 - 1,799	$_____
1,800 - 1,999	$_____
2,000 – above	$_____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL B: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	$_____	$_____

Total Estimated Annual Cost of Kits - $_____

PROPOSAL B: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits .....$_____
through the use of a kiosk. The proposed fee cannot exceed
$3.00 per transaction.

Proposed fee charge for public credit card deposits through the .....$_____
use of telephone or Internet access. The proposed fee cannot
exceed $4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release.....$_____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is $3.00/per day thereafter.

PROPOSAL B: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1

ESCAMBIA COUNTY STORE ITEM LIST

ECCD Health & Beauty and General Merchandise

Description	Description
Acetaminophen-2pk	Contact Lens Case
Hari Brush Club	Ibuprofen-2pk
Shampoo-Dandruff 13.5oz	Soap-Irish Spring
Soap Dish	Colgate Toothpaste
Baby Powder	Cocoa Butter Cream
Coconut Oil Condidtioner	Toothpaste-Close Up
Petroleum Jelly	Magic Shave Cream
Balsam Shampoo	Hair Pick
Halls Cough Drops-Menthol	HairFood 4oz
Dial Roll On Deodorant	Shampoo VO5
Conditioner VO5	Toothbrush-Shorty
Styling Gel	Comb
Lotion-Cocoa Butter 18oz	Maxi Pad
Bergamont 4oz	Freshscent Lady's Clear Deodorant
Contact Lens Solution	Body Wash
Efferdent-Each	Shave Cream
Dial Anti-Bacterial Soap 3oz	Tampon
Dalan Spring Shea	Dalan Cocoa Butter
Antacid	Allergy
Denture Adhesive	
Ear Buds	Word Search Book
Playing Cards	Sangean Am/FM Radio w/ Headphones
Tumbler w/Lid	Pocket Dictionary English
Sudoko Book	Eraser for Pencil
Crossword Book	Mechanical Pencil
Reading Glasses 1.50	Reading Glasses 2.00
Reading Glasses 2.50	Reading Glasses 3.00
Reading Glasses 1.00	Reading Glasses 1.25
Reading Glasses 1.75	Reading Glasses 2.25
Reading Glasses 2.75	Reading Glasses 3.25
Legal Pad-White	Reading Glasses 3.50
Batteries AAA- 1 each	Pocket Dictionary Spanish
Stamped Envelope	

Exhibit 1-Continued

ECCD Food and Beverage

Description	Description
Coffee-Decaf Single Serving Sanka	Hot Chocolate-Single Serving
French Vanilla Cappuccino	Drink Mix Fruit Punch 6oz
Drink Mix Cherry 6oz	Drink Mix Grape 6oz
Drink Mix Orange 6oz	Drink Mix Lemonade 6oz
Coffee-Maxwell House Single Serving	Mocha Cappuccino 1oz
Coffee- Maxwell House 3oz	Crystal Light Lemon Single Serving
Crystal Light Strawberry	Creamer Pack 50 each
Sugar Substitute 50 each	St. Street Columbian Coffee
Drink Mix Tea 6oz	Hawaiian Punch
Three Musketeers	Fire Balls- 4oz bag
Butterfinger	Jolly Ranchers- Assorted 4oz bag
M&M Peanuts	Milky Way
Reese Peanut Butter Cup	Snickers
Twix	Baby Ruth
Sugar Free Hard candy	Starburst
Kit Kat	Reese’s Pieces
Nestle Crunch	Chick O Sticks
Skittles	Lemonhead
Cheetos 2oz	Cracker P.B. Cheese
Nacho Doritos	BBQ Chips
Fritos Honey Twist	Jalapeno Cheetos
Chips-Regular	Chili Cheese Corn Chips
Snack Crackers	Sweet & Spicy Mix
Ruffles Cheddar and Sour Cream	Peanuts-Salted
Crunch-N-Munch Toffee	Bugles Nacho Cheese Small
BBQ Corn Chips 10oz	Jalapeno Pretzel Bits
Crackers-Cheese on Cheese	Hot N Spicy Corn Chips 10oz
Gardettos Original Mix	Bugles Original
Assorted Granola Bars	Beef Stick
Beef and Cheese Stick	Cheese-Cheddar-PC
Cheese-Jalapeno-PC	Jelly Grape-PC
Mayo-PC	Peanut Butter-PC
Ramen Soup-Beef	Ramen Soup-Chicken
Ramen Soup-Chili	Ramen Soup Picante Beef
Flour Tortillas 10 ct	Runa Fish
Summer Sausage 5oz	Saltines-Box
Chili Rice and Red Beans 4.4 oz	Instant Chili 4oz
Pickle Dill	Ranch Dressing-PC
Salsa Cups-Mild 3oz	Ramen Soup Cajun Chicken

Summer Sausage Jalapeno 5oz	Salami 5oz
Grits-Single	Sardines
Oatmeal Maple and Brown Sugar	Chicken
Duplex Cookies 5oz	Chocolate Cupcakes
Iced Honey Bun 6oz	Vanilla Wafers 10oz
Grandma Choc Chip Cookies	Peanut Butter Cookies 5oz
Grandma Oatmeal Raisin Cookies	Pop Tart Strawberry 2pk
Pop Tart Blueberry 2pk	Cherry Cheese Danish
Apple Danish	Honey Bun Jumbo Glazed

ECCD Clothing

Description	Description
Boxers-2X Large	Boxers-3X Large
Boxers-Large	Boxers-Medium
Boxers-Small	Boxers-X Large
Sports Bra size 34	Sports Bra size 36
Sports Bra size 38	Sports Bra size 40
Sports Bra size 42	Shorts Blue 2X Large
Shorts Blue Large	Shorts Blue Medium
Shorts Blue X-Large	Panties-7
Panties-8	Panties-9
Socks	T-Shirts-3X Large
T-Shirts-4X Large	T-Shirts-Large
T-Shirts-Medium	T-Shirts-Small
T-Shirts-X Large	T-Shirts 2X Large
Thermal Bottoms-Medium	Thermal Bottoms-Large
Thermal Bottoms-X Large	Thermal Bottoms-2X Large
Thermal Bottoms-3X Large	Thermal Bottoms-4X Large
Thermal Top-Small	Thermal Top-Medium
Thermal Top-Large	Thermal Top-X Large
Thermal Top-2X Large	Thermal Top-3X Large
Thermal Top- 4X Large	Panties-6
Panties-10	Sports Bra size 32
Sports Bra size 44	Shorts Blue-4X Large
Clogs sz4	Clogs sz5
Clogs sz 6	Clogs sz7
Clogs sz8	Clogs sz9
Clogs sz10	Clogs sz11
Clogs sz12	Clogs sz13
Clogs sz14	Clogs sz15

Exhibit 2

ESCAMBIA COUNTY CORRECTIONS CURRENT WEEKLY STORE DELIVERY SCHEDULE

BUILDINGS/AREAS TO BE SERVICED	ESTIMATED NUMBER OF INMATES	COMMISSARY ORDER DAY	COMMISSARY DELIVERY DAY
Main Jail, Orange 2 and Blue 2	150 inmates	Wednesday	Thursday
Main Jail Special Housing II/Infirmary	125 inmates	Wednesday	Thursday
Main Jail, Orange 4 and Blue 4	240 inmates	Wednesday	Friday
Main Jail, Blue 6	125 inmates	Thursday	Monday
Main Jail, Green 2 and Red 2	135 inmates	Thursday	Monday
Main Jail, Green 3 and Red 3	155 inmates	Thursday	Tuesday
Work Release, Dorms 1 and 2	135 inmates	Thursday & Friday	Tuesday
Work Release, Dorms 3 and 4	165 inmates	Thursday & Friday	Tuesday
Road Prison	236 inmates	Tuesday	Thursday

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES

1.0 Purpose

The purpose of this document is to ensure that all Escambia County Board of County Commissioner's (ECBCC) sensitive data is secured by using strong encryption algorithms that have received substantial public review and have been proven to work effectively. Escambia County Information Technology provides access to a variety of Encryption Services and Enterprise Certification Authorities (CA).

2.0 Scope

This document applies to all data transmitted and stored within the ECGBCC information systems. It applies to all ECGBCC employees, contractors, consultants, and all other affiliated third parties operating within the ECGBCC information systems and networks.

3.0 Policies

3.1 Activity

3.1.1 Any and all activity within and through the ECBCC information systems involving encryption shall require direct involvement and documented approval by the Information Technology Department.

3.1.2 The ISS-ESU shall approve the storage and transfer of any data containing personal information and/or residing in the DMZ.

3.2 Encryption Algorithms

3.2.1 One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 256 bits:

□□□□□□□□□□□□□□□□□□□□

· Rijndael (AES)

3.2.2 PGP is an approved encryption standard provided that the PGP private key used to encrypt and /or sign data has been generated using a cipher meeting the requirements in section 3.2.1.

3.3 Data Hashing

The following standard data hashing algorithms shall be used to hash data. The key length for the algorithms shall be no less than 256 bits.

· SHA-2

- PKI

3.4 SSL Certificates

Web Server, SSH, IMAPS, SMTPS SSL certificates should have key lengths of no less than 256 bits.

3.5 Sensitive Data

Any data containing sensitive information, including, but not limited to: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information, should be encrypted when stored and during network transfers.

3.6 DMZ

3.6.1 Any and all activity within and through the ECBCC DMZ shall require direct involvement and documented approval by the Information Technology Department.

3.6.2 Any data accessible within the ECBCC DMZ or directly accessible from it should be encrypted.

3.6.3 Any data accessible within the ECBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information.

3.7 Data Backups

3.7.1 Any backup of ECGBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

3.8 Laptops and Removal Devices

3.8.1 All laptop hard drives should be encrypted.

3.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.

3.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

4.0 Guidelines

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

· SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.

· SSL certificates issued to servers and applications used by internal ECBCC resources should be issued by ECBCC's Certification Authority.

5.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term Definition

Encryption - Transforming understandable data into a form that is incomprehensible and that looks like random noise.

Hashing - An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.

DMZ De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.

Certification Authority (CA) In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties

7.0 Revision History

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

2.0 Scope

This document applies to all Contractors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Escambia County Board of County Commissioner's (ECBCC).

3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

4.0 Policies

4.1 Data Input and Processing

Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

4.1.1 The hosted application shall not have access to social security information.

4.1.2 The hosted application shall not have access to data containing bank information.

4.2 Data Storage and Handling

4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted: Name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, employee identification numbers, HIPAA and all PCI information.

4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted.

4.3 Disposal of Data

Once data is no longer needed or shall be removed from the system it shall be sanitized and disposed using one of the methods below:

4.3.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.

4.3.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

4.3.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

4.4 External Audit

4.4.1 The Contractor shall ensure that the web hosting environment and the application is secured using information security best practices.

4.4.2 If deemed necessary by the County, the external service, system, and application shall pass a yearly penetration test performed by Escambia County ISS personnel. This test will be billed to the Contractor.

5.0 Definitions

Term Definition

Bank Information - Checking account numbers, credit card numbers, or any unique number from a bank institution.

Electronic Media - Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.

Sanitization - To expunge data from storage media so that data recovery is impossible.

Physical Destruction - A sanitization method for optical media, such as CDs.

Florida Statue 119.071 - Detailed guidelines on usage of Social Security information.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 9, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.102 Inmate Commissary and Banking Services for the Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned solicitation. This Addendum Number 1 provides for a clarification regarding the Non-Mandatory Pre-Solicitation Conference.

> The Non-Mandatory Pre-Solicitation Conference is scheduled for September 10, 2019 at **3:30 PM**, CDT. Two errors in the solicitation suggested ~~1:00 PM~~. The correct schedule of events related to this RFP is listed on page 18 of 73 of the solicitation document.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 17, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals regarding the above-mentioned specification. Due to the volume of questions submitted and requests by potential bidders, this Addendum Number 2 provides an update to the Bid Due Date as well as the following additional calendar changes:

	Old Date	New Date
Last Date for Questions:	~~September 16, 2019~~	October 8, 2019
Solicitation Responses Due:	~~September 23, 2019 at 2:00 PM CDT~~	October 15, 2019 2:00 PM CDT
Short-List Meeting:	~~October 1, 2019~~	October 22, 2019
Discussion/Ranking Meeting:	~~October 9, 2019 at 1:00 PM CDT~~	November 6, 2019 1:00 PM CDT
1st Negotiation with Top-Ranked Firm:	~~October 31, 2019 at 9:00 AM~~	November 19, 2019 9:00 AM CDT
2nd Negotiation (if necessary):	~~November 4, 2019 at 1:00 PM~~	November 21, 2019 1:00 PM CDT
Target Board Date:	~~December 5, 2019~~	January 2, 2020

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 1, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides answers to questions which were submitted by potential bidders. The questions and answers are listed on the pages that follow.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. How many lobby kiosks does the current vendor provide at each facility?
A1. Main Jail – 2 (1 at Main Jail, 1 at Video Visitation) and
Road Prison – 1

Q2. What are annual commissary sales at each facility (excluding postage, phone time, web sales, and sales tax)?
A2. Main Jail - $884,942.27
Road Prison - $274,642.34

Q3. What is the current commission rate?
A3. The Main Jail currently receives a 47% commission on commissary sales, while the Road Prison receives a 38% commission on commissary sales excluding tobacco products and 20-ounce beverage vouchers. Those two categories receive a 28% commission.

Q4. What is the current ADP for each facility?
A4. Please refer to RFP page 22 of 73 for this information.

Q5. How do the inmates currently order commissary at each facility?
A5. Kiosks.

Q5.1. What form of ordering is preferred for the new facility?
A5.1. Kiosks are the only permitted method of ordering for the new agreement.

Q6. Does the facility utilize debit phone time?
A6. Yes.

Q6.1 Are the inmates charged a fee to transfer money to their phone account?
A6.1. This will no longer be permitted under the new agreement.

Q7. Who is the current food provider?
A7. The Jail utilizes Aramark and the Road Prison provides their meals in-house. The food itself is provided under a separate, multi-award agreement.

Q8. Does the facility currently purchase indigent/welfare from the commissary vendor?
A8. Yes, please refer to RFP pages 35 & 36 of 73 for this information.

Q9. What is the cost of the current indigent kit?

A9. Indigent Kit (1-Time Only)	$4.49
Indigent Kit Resupply (14-day)	$3.84
Indigent Kit Resupply (60-day)	$4.56

Q10. What is the cost of the current New Commit Kit?
A10. The County does not currently purchase New Commit Kits from the Commissary vendor.

Q11. Can friends and family order commissary items for inmates via a web site?
A11. Yes.

Q11.1 What are annual sales?

A11.1 Main Jail - $850,088.07, Road Prison just initiated a program and there are no sales figures available.

Q11.2 Does the facility receive commission on web sales? If so, what is the commission rate on these items?

A11.2 Yes. The commission rate is the same as noted in Q3 above.

Q12. For delivery of commissary orders to inmates, how many delivery personnel does the current vendor employ, how many hours does it take to complete delivery, and what is their rate of pay?

A12. Main Jail Delivery Personnel – 6
Delivery Time – 4-6 hours on average
Rate of Pay - $10-$16/per hour

Road Prison Commissary items are delivered to the facility by the vendor are distributed by staff at the facility.

The County expects that the new agreement will follow the same protocols.

Q13. What is the current cash transaction fee for lobby kiosks?

A13. Jail – $2.95 for up to $100.00, and $3.95 for deposits over $100.00.
Road Prison – a $3.00 fee on all deposits.

Q14. Please list all fees that are commissionable.

A14. Fees are not commissionable.

Q15. For how many dorms will the vendor be required to provide service at the new facility?

A15. Sixteen.

Q16. How many dorm kiosks does the Road Prison have or need?

A16. Two

Q17. How many kiosks will be required in each dorm of the new facility?

A17. Each dorm will need two wired kiosks and the vendor will need to run their own conduit and Cat-5 cables, however, Dorm B, Dorm D, and the Infirmary will require wireless kiosks. The vendor will be allowed to coordinate a connection to the Jail's wireless network with the County's I.T. department. With this connection, the County will be able to authenticate the kiosks based on their wireless NIC MAC address.

Q18. Is the County interested in a secure messaging feature that would allow inmates to message friend and family through a secure portal?

A18. All messages are to be reviewable by the facility. This can be presented as a value-add service during the proposal process.

Q19. Is the facility interested in inmate tables?

A19. This can be presented as a value-add service during the proposal process.

Q20. What other fees are charged to the inmate (e.g. medical, booking, etc.)?

A20. There is a $20.00 Booking Fee that is automatically assessed to the account, along with the $3.00 daily subsistence fee. Additionally, fees manually assessed include $3.00 prescription fee as well as $5.00 and $10.00 medical fees.

Q21. What inmate accounting software is the facility utilizing?

A21. Jail – Core and Work
Road Prison – Lockdown.

Q22. In the RFP on Page 39 of 73, Section 9 covering Liquidated Damages, sub-item "A", how many times under the current contract did the current vendor have to pay $500.00 for not delivering the commissary orders within four hours?

A22. The County's current agreement does not include Liquidated Damages. This is applicable for Section 9, sub-items A, B & C.

Q23. Please list all hardware that the commissary vendor will be required to provide.

A23. The commissary vendor is required to provide all hardware required for the delivery and provision of Inmate Commissary Services.

Q24. What is the Guaranteed Minimum Annual Commission Payment for the previous fiscal year?

A24. The County's current agreement does not provide for Guaranteed Minimum Annual Commission.

Q25. Can the County please provide the most recent FMV survey for the Work Release?

A25. Work Release is part of the Main Jail – under one commissary vendor.

Q26. How many individual inmate orders were delivered at the Main Jail for the months of June, July, and August?

A26. Main Jail – Average is 6,200 orders per month.
Road Prison – 361, 492, and 369 respectively.

Q27. What is the number of inmate workers used by the current vendor?

A27. Main Jail – On 9/25, there were 9.
Road Prison – N/A

Q28. What is the current schedule of inmate workers used by the current vendor?

A28. Pick-up: Between 6:30-7:30 AM, depending on headcount, and back to the floor by 11:30-13:30.

Q29. If an off-site operation is chosen, what would be the preferred delivery date and time for the orders to be delivered to the facility?

A29. This would have to be coordinated with the Jail's schedule at that time.

Q30. Please provide the size of the on-site workspace provided to the current commissary vendor at the Main Jail.

A30. We have an estimated 1,150 square feet of space in the current facility that can be utilized for commissary services.

Q31. Does the Main Jail utilize any package programs?

A31. Yes, the current commission rate is 47%.

Gross sales are: June: $68,735.13
July: $74,267.53
August: $72,830.18

Average number of orders over the last three months is 1,749, and there is no spending limit.

The Road Prison just started a package program 9/2019 so there is no sales data, however, the commission rate is 38%.

Q32. Does the Main Jail currently utilize a deposit service?

A32. Yes. Please see below for fee structures.

Main Jail – Fee Structure				
Gross Amount Deposited	Credit Card (Web)	Credit Card (Phone)	Credit Card (Lobby Kiosk)	Cash (Lobby Kiosk)
$0.01 - $19.99	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$2.95
$20.00 - $100.00	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$2.95
$100.01 - $199.99	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$3.95
$200.00 - $300.00	$4.95 + 3.5%	$4.95 + 3.5%	$4.95 + 3.5%	$3.95

A32.1 The average dollar amount of deposits for the period of 10/01/2019 – 9/23/2019 is as follows:

Web $45.51
Phone $46.98
Kiosk $91.02

A32.2 The average transaction volume by type for the period of 10/01/2018 – 9/23/2019 is as follows:

Web 13,653 Purchases
Phone 1,907 Purchases
Kiosk 35,924 Purchases

A32.3 The Road Prison does utilize a deposit service and the fee is $3.00 on ALL deposits.

A32.4 The Road Prison average dollar amount of deposits for the period of June 2019 – August 2019 is as follows:

Web $44.04
Phone N/A
Kiosk $41.09

A32.5 The Road Prison average transaction volume by type for the period of June 2019 – August 2019 is as follows:

Web 2,021
Phone N/A
Kiosk 419

Q33. Does the County currently receive a commission on trust fund deposits?
A33. No.

Q34. Will the vendor be responsible for the wiring and installation of the kiosks required in the RFP?
A34. Yes, in addition to the kiosks, the vendor will need to install all wiring and conduit if there is no existing cabling. Where wiring exists, the vendor will need to maintain the wiring network to ensure proper operation of all kiosk units.

Q35. Will the County allow the vendor to install their own network?
A35. Potentially, yes, but this must be approved and then coordinated with the County's I.T. department as well as the Corrections Department.

Q36. Please list the number of kiosks needed at the following locations:
A36. Main Jail 39
Work Release 4
Road Prison 2

Q37. In reference to Page 23, D, (1a), must all five references be facilities where the vendor currently provides Commissary Services?
A37. Yes.

Q38. Were there any sales for Fresh Favorites over the last twelve months?
A38. No.

Q39. How does the County handle confidential documents submitted by the vendor such as financial statements or customer references?
A39. Generally, all information submitted in response to the RFP shall be public record and subject to Florida Statutes regarding public disclosure.

In addition to the Florida Statutes referenced below, please see Escambia County, FL Ordinance Sec. 86-137 – General Registration Conditions, specifically item "(m)" which states:

"Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to state law, including without limitation F.S. Ch. 119."

Please note that any items marked as confidential must meet Florida Statute definition(s) on what is and is not considered confidential.

Q40. Should the vendor own, write, operate and support the provided commissary and banking software for this project?

A40. Please refer to RFP Page 24 of 73, specifically A1, for the answer to this question.

Q41. Regarding item 3D10 on Page 28 of 73, is the County wanting the receipt numbers in sequential order to be the only recorded receipt number?

A41. Please see item 3D12 on Page 29 of 73.

Q42. For Inmate Release, who is the County's current provider, how many inmates are released on average each month, and does the County intend to issue a debit card to all inmates being released or is there a dollar threshold that must be met?

A42. The provider is Numi and the County currently averages 1,058 released inmates per month. Please see the RFP for complete information on how to handle the return of funds for released inmates.

Q43. Regarding cash bond and bail payment services, are bail/bond services included in this RFP?

A43. The County does not currently have the ability to accept and process bond payments.

Q44. Who will be responsible for the removal of cash from the lobby and intake kiosks?

A44. The vendor is responsible for removal of the cash from the lobby and intake kiosks.

Q45. Please clarify which proposal format is to be utilized. There is one on Page 20 of 73 and another on Page 42 of 73.

A45. Please utilize the proposal format shown in page 42 of 73.

Q46. Please provide a copy of the current commissary menus with pricing from each facility, copies of the last three months sales invoices for each facility, and a product sales report for one month from each facility.

A46. These are attached on the pages that follow.

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 06/30/2019 01:58:50PM
Start Date: 06/01/2019 12:00:00AM
End Date: 06/30/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	6,768.83	0.00	6,768.83	47.00%	3,181.35
204.55	BEVERAGES	7,969.31	160.82	8,130.13	47.00%	3,745.58
204.55	BEVERAGES NONTAX	5,481.71	0.00	5,481.71	47.00%	2,576.40
205.00	CANDY	4,121.80	293.44	4,415.24	47.00%	1,937.25
209.14	CLOTHING	2,829.24	207.40	3,036.64	47.00%	1,329.74
211.70	GENERAL MERCHANDISE	3,212.18	222.80	3,434.98	47.00%	1,509.72
209.60	GROCERY	23,360.48	2.40	23,362.88	47.00%	10,979.43
217.30	HEALTH & BEAUTY	5,101.16	323.80	5,424.96	47.00%	2,397.55
217.30	HEALTH & BEAUTY NONTAX	378.90	0.00	378.90	47.00%	178.08
217.30	INDIGENT - HEALTH & BEAUTY	2,181.41	0.00	2,181.41	0.00%	0.00
216.50	POSTAGE	1,358.53	0.00	1,358.53	0.00%	0.00
207.00	SALTY SNACKS	11,377.35	0.00	11,377.35	47.00%	5,347.35
	Totals For: ESCAMBIA COMMISSARY	**74,140.90**	**1,210.66**	**75,351.56**		**33,182.45** √

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	68,308.25	426.88	68,735.13	47.00%	32,104.88
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**68,308.25**	**426.88**	**68,735.13**		**32,104.88**
	Grand Totals:	**142,449.15**	**1,637.54**	**144,086.69**		**65,287.33**

* All commissions are based on net sales. *

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 07/31/2019 06:12:20PM
Start Date: 07/01/2019 12:00:00AM
End Date: 07/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	5,854.44	0.00	5,854.44	47.00%	2,751.59
204.55	BEVERAGES	7,789.89	196.49	7,986.38	47.00%	3,661.25
204.55	BEVERAGES NONTAX	4,761.24	0.00	4,761.24	47.00%	2,237.78
205.00	CANDY	3,701.18	270.67	3,971.85	47.00%	1,739.55
209.14	CLOTHING	3,303.24	244.17	3,547.41	47.00%	1,552.52
211.70	GENERAL MERCHANDISE	3,099.25	216.34	3,315.59	47.00%	1,456.65
209.60	GROCERY	25,229.91	0.00	25,229.91	47.00%	11,858.06
217.30	HEALTH & BEAUTY	4,888.96	362.69	5,251.65	47.00%	2,297.81
217.30	HEALTH & BEAUTY NONTAX	302.64	0.00	302.64	47.00%	142.24
217.30	INDIGENT - HEALTH & BEAUTY	2,579.12	0.00	2,579.12	0.00%	0.00
216.50	POSTAGE	1,092.81	0.00	1,092.81	0.00%	0.00
207.00	SALTY SNACKS	11,412.53	0.00	11,412.53	47.00%	5,363.89
	Totals For: ESCAMBIA COMMISSARY	**74,015.21**	**1,290.36**	**75,305.57**		**33,061.34**

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	73,856.87	410.66	74,267.53	47.00%	34,712.73
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**73,856.87**	**410.66**	**74,267.53**		**34,712.73**
	Grand Totals:	**147,872.08**	**1,701.02**	**149,573.10**		**67,774.07**

* All commissions are based on net sales.

Sales And Commission Report

Print Date: 09/10/2019 02:38:23PM
Start Date: 08/01/2019 12:00:00AM
End Date: 08/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	6,805.00	0.00	6,805.00	47.00%	3,198.35
204.55	BEVERAGES	8,747.45	190.77	8,938.22	47.00%	4,111.30
204.55	BEVERAGES NONTAX	5,961.20	0.00	5,961.20	47.00%	2,801.76
205.00	CANDY	4,257.56	311.23	4,568.79	47.00%	2,001.05
209.14	CLOTHING	3,474.79	253.73	3,728.52	47.00%	1,633.15
211.70	GENERAL MERCHANDISE	4,085.94	288.10	4,374.04	47.00%	1,920.39
209.60	GROCERY	26,103.10	0.00	26,103.10	47.00%	12,268.46
217.30	HEALTH & BEAUTY	5,392.03	395.57	5,787.60	47.00%	2,534.25
217.30	HEALTH & BEAUTY NONTAX	334.20	0.00	334.20	47.00%	157.07
217.30	INDIGENT - HEALTH & BEAUTY	3,033.34	0.00	3,033.34	0.00%	0.00
216.50	POSTAGE	1,255.60	0.00	1,255.60	0.00%	0.00
207.00	SALTY SNACKS	12,454.75	0.00	12,454.75	47.00%	5,853.73
	Totals For: ESCAMBIA COMMISSARY	**81,904.96**	**1,439.40**	**83,344.36**		**36,479.53**

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Sales	Commission Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	72,440.40	389.78	72,830.18	47.00%	34,046.99
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
	Totals For: ICARE ESCAMBIA FL	**72,440.40**	**389.78**	**72,830.18**		**34,046.99**
	Grand Totals:	**154,345.36**	**1,829.18**	**156,174.54**		**70,526.52**

* All commissions are based on net sales. *

MAIN JAIL COMMISSARY MENU

Advanced Inventory for Aramark **Escambia County Jail FMV** **August.2019**

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	PEOPLES	WALG	TARGET	**AVG**	**NO TAX**	**FMV**
1000	**Acetaminophen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1489	**Allergy**	$1.28	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1041	**Antacid**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1018	**Ibuprofen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1165	**Antibact Soap**	$1.23			$ 1.29		$ 1.10		$ 1.10		$ 1.16		$ 1.16
1035	**Baby Powder**	$2.26					$ 2.39		$ 1.79	$ 0.97	$ 1.72		$ 1.72
1085	Balsam Shampoo	$3.42					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1375	Bergamont	$2.56					$ 2.99	$ 1.59	$ 3.49		$ 2.69		$ 2.69
1408	Body Wash 8 oz.	$2.13					$ 1.99		$ 2.00	$ 0.99	$ 1.66		$ 1.66
1478	Bodyguard Deodorant	$3.69		$ 2.49			$ 3.49		$ 3.79		$ 3.26		$ 3.26
1046	Bodywash 12oz	$2.99					$ 2.39		$ 2.99	$ 2.39	$ 2.59		$ 2.59
1036	Cocoa Butter Cream	$4.06					$ 4.79		$ 4.49	$ 2.99	$ 4.09		$ 4.09
1404	Coconut Oil Conditioner	$3.82					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1032	Colgate Toothpaste	$2.09					$ 2.49		$ 1.79	$ 1.69	$ 1.99		$ 1.99
1186	**Comb**	$1.79			$ 0.99	$ 1.49	$ 1.79				$ 1.42		$ 1.42
1122	**Conditioner V05**	$2.16	$ 2.49	$ 1.99			$ 1.69				$ 2.06		$ 2.06
1005	Contact Lens Case	$2.23					$ 2.05		$ 3.99	$ 1.48	$ 2.51		$ 2.51
1400	Contact Lens Solution	$5.59					$ 5.79		$ 5.99	$ 5.79	$ 5.86		$ 5.86
1687	Dalan Cocoa Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1426	Dalan Shea Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1150	Denture Adhesive	$5.46					$ 5.59		$ 5.29	$ 4.39	$ 5.09		$ 5.09
1053	Dial Roll-On Deodorant	$4.79					$ 4.19		$ 5.29	$ 4.39	$ 4.62		$ 4.62
1064	Freshscent Lady's Clear stick deo	$3.56		$ 2.49		$ 3.49	$ 3.39				$ 3.12		$ 3.12
1012	Hair Brush Club	$3.66					$ 3.99	$ 2.49	$ 4.49		$ 3.66		$ 3.66
1086	Hair Pick	$1.23					$ 2.69	$ 1.00	$ 1.16		$ 1.62		$ 1.62
1112	HairFood 4oz	$3.36					$ 3.29	$ 1.59	$ 3.49		$ 2.79		$ 2.79
1093	**Halls Cough Drops - Menthol**	$1.48	$ 1.29	$ 1.89		$ 1.69					$ 1.62		$ 1.62
1201	Lotion - Cocoa Butter 18oz	$3.93					$ 7.59		$ 7.49	$ 5.39	$ 6.82		$ 6.82
1063	Magic Shave Cream	$4.62					$ 4.69	$ 4.29	$ 4.99		$ 4.66		$ 4.66
1409	Efferdent - Each	$0.16		SINGLE SERVE ITEM									$ 0.16
1172	Hair Tie single	$0.25		SINGLE SERVE ITEM									$ 0.25
1213	Maxi Pad	$0.15		SINGLE SERVE ITEM									$ 0.15

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**NO TAX**	**FMV**
1082	Petroleum Jelly	$1.50				$ 2.79	$ 1.49	$ 1.99			$ 2.09		$ 2.09
1145	Right guard gel deodorant	$3.69			$ 3.99	$ 2.49	$ 3.89				$ 3.46		$ 3.46
1024	Shampoo - Dandruff 13.5 oz	$6.86					$ 6.99	$ 6.99		$ 5.99	$ 6.66		$ 6.66
1121	Shampoo V05	$2.16	$ 2.49			$ 1.99	$ 1.69				$ 2.06		$ 2.06
1422	Shave Cream	$2.39					$ 2.39	$ 1.79		$ 1.49	$ 1.89		$ 1.89
1027	**Soap - Irish Spring**	$1.23	$ 1.59		$ 1.29		$ 1.20				$ 1.36		$ 1.36

1029	Soap Dish	$1.86					$ 1.89	$ 2.29		$ 1.09	$ 1.76		$ 1.76
1185	Styling Gel	$3.13					$ 2.99	$ 3.99		$ 2.99	$ 3.32		$ 3.32
1414	Tampon	$0.47		SINGLE SERVE ITEM									$ 0.47
1179	Toothbrush - Shorty	$0.22		SPECIALIZED ITEM									$ 0.22
1045	Toothpaste - Close Up	$1.99					$ 2.49	$ 1.79		$ 1.69	$ 1.99		$ 1.99
1267	**VO5 2IN1 Shampoo/Cond**	$2.16	$ 2.49		$ 2.29	$ 1.99	$ 1.69				$ 2.12		$ 2.12
1113	Cocoa Butter Lotion 4oz.	$2.19					$ 2.19	$ 3.99		$ 1.49	$ 2.56		$ 2.56
BEVERAGE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
3125	**Coffee - Maxwell House 3 oz.**	$ 4.88	$ 3.09		$ 4.79	$ 5.59					$ 4.49	$ 0.34	$ 4.83
3318	Hawaiian Green Berry 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3004	Coffee - Decaf Single Serving Sanka	$ 0.25		SINGLE SERVE ITEM									$ 0.25
3002	Coffee-Maxwellhouse Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3401	Creamer Pouch	$ 3.79		SPECIALIZED ITEM									$ 3.79
3137	Crystal Light Lemon Indv.	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3196	Crystal Light Strawberry	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3046	French Vanilla Cappuccino	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3012	Hot Chocolate - Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3089	Mocha Cappuccino 1 oz.	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3406	St. Street Columbian Coffee	$ 3.95	$ 4.79		$ 4.79	$ 5.59					$ 5.06	$ 0.38	$ 5.44
3150	Sugar Sub 100 ct Box	$ 3.99	$ 3.69					$ 5.99	$ 2.00		$ 3.89	$ 0.29	$ 4.19
3337	Hawaiian Red Punch 8ct	$ 2.88		SIZE NOT SOLD									$ 2.88
3338	Hawaiian Berry Blue 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3319	Hawaiian Wild Purple 8Ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3052	Drink mix Lemonade 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
3047	Drink Mix Fruit Punch 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
BEVERAGE													
PLU	Item	Price											
3051	Drink Mix Tea 6oz	$ 1.75		SINGLE SERVE ITEM									$ 1.75
CANDY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CIRCLE K	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
9016	**Baby Ruth**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9003	**Butterfinger**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9023	**Kit Kat**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9007	**M&M Peanuts**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9009	**Milky way**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9101	**Nestle Crunch**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9011	**Reese Peanut Butter Cup**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9012	**Skittles**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9013	**Snickers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9022	**Starburst**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9001	**Three Musketeers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52

9015	**Twix**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9055	Sour Balls	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9062	All Stars	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9004	Butterscotch	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9030	Cinnamon Disk	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9002	Fire Balls - 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9006	Jolly Ranchers - Assrted 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9054	Lemonhead	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9060	Starlight	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9017	Sugar Free Hard Candy	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9128	Chick O Sticks	$ 0.40	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	EXXON	CIRCLE K	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
6117	Jalapeno Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
6108	Crackers P.B.Cheese	$ 0.72	$ 0.59			$ 0.59	$ 0.99				$ 0.72	$ 0.05	$ 0.78
6058	Crunch-N-Munch Toffee	$ 2.53			SIZE NOT SOLD								$ 2.53
6207	Hot N Spicy Corn Chips 10 oz.	$ 3.79	$ 3.79			$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6245	Gardettos Original Mix	$ 1.01	$ 0.99		$ 0.89	$ 0.99					$ 0.96	$ 0.07	$ 1.03
6197	Sweet & Spicy Mix	$ 0.62	$ 0.89		$ 0.89	$ 0.99					$ 0.92	$ 0.07	$ 0.99
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	EXXON	WALG	TARGET	**AVG**	**TAX**	**FMV**
6049	Peanuts - Salted	$ 0.62	$ 0.59	$ 0.59	$ 0.59	$ 0.69					$ 0.62	$ 0.05	$ 0.66
6032	Snack Crackers	$ 2.84					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
4048	Vista Saltine Box	$ 2.75					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
6096	BBQ Corn Chips 10 oz.	$ 3.79	$ 3.79		$ 3.79	$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6349	Crackers - Spicy Cheese	$ 0.72	$ 0.59		$ 0.59	$ 0.99					$ 0.72	$ 0.05	$ 0.78
6268	Buffalo Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
	CHIPS & SNACKS					SUBW1	SUBW2	SUBW3			**AVG**	**TAX**	**FMV**
6039	**Ruffles Cheddar & sour cream**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6009	**Nacho Doritos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6010	**Fritos Honey BBQ Twist**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6021	**Jalapeno Cheetos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6000	**Doritos Sweet Chili**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6008	**Doritos Cool Ranch**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6004	**Lay's Salt & Vinegar**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6018	**Lay's Sour Cream & Onions**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6012	**BBQ Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6001	**Cheetos 2 oz.**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6002	**Cheetos Flamin Hot**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6031	**Chili Cheese Corn Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6026	**Chips - Regular**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**

4001	Beef & Cheese Stick	$ 1.99	$ 2.39		$ 1.99	$ 2.19					$ 2.19	$ 0.16	$ 2.35
4025	Beef Stew	$ 4.59	$ 4.29			$ 5.49	$ 3.89				$ 4.56	$ 0.34	$ 4.90
4000	Beef Stick	$ 1.49	$ 1.49			$ 1.49	$ 1.79				$ 1.59	$ 0.12	$ 1.71
4095	Hot Pepper Cheese Stick	$ 2.99		SPECIALIZED ITEM									$ 2.99
4003	Chicken Pouch	$ 3.75		SPECIALIZED ITEM									$ 3.75
4115	Chili Rice an Red Beans 4.4 oz	$ 2.14		SPECIALIZED ITEM									$ 2.14
4026	Chilli w/ Beans	$ 4.39		SPECIALIZED ITEM									$ 4.39
4501	Fish Steak	$ 2.68	$ 1.79			$ 2.09	$ 2.09				$ 1.99	$ 0.15	$ 2.14
4320	Flour Tortillas 10 ct	$ 2.49		SIZE NOT SOLD									$ 2.49
4057	Grits - Box	$ 5.88	$ 2.79				$ 4.99			$ 2.39	$ 3.39	$ 0.25	$ 3.64
4002	Cheese - Cheddar - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
4007	Cheese - Jalapeno - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	CIRCLE K	CVS	EXXON	TARGET	WALG	**AVG**	**TAX**	**FMV**
4193	Ranch Dressing PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4008	Jelly Grape - PC	$ 0.30		SINGLE SERVE ITEM									$ 0.30
4009	Mayo - PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4011	Peanut Butter - PC	$ 0.69		SINGLE SERVE ITEM									$ 0.69
4091	Nacho Cheese Dip cup	$ 1.19		SINGLE SERVE ITEM									$ 1.19
4116	Instant Chili 4 oz	$ 1.77		SPECIALIZED ITEM									$ 1.77
4164	Jalapeno slices	$ 0.85		SINGLE SERVE ITEM									$ 0.85
4055	Oatmeal Maple& brown sugar	$ 4.90					$ 4.99		$ 2.39		$ 3.69	$ 0.28	$ 3.97
4151	**Pickle Dill**	$ 1.71	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4004	**Titos Hot Pickle**	$ 1.62	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4262	Salsa Cups - Mild 3 oz	$ 1.43	$ 1.19	$ 1.19	$ 1.19						$ 1.19	$ 0.09	$ 1.28
4308	Sardines	$ 2.06	$ 1.79				$ 2.09	$ 2.09			$ 1.99	$ 0.15	$ 2.14
4013	**Ramen Soup - Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4014	**Ramen Soup - Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4015	**Ramen Soup - Chili**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4281	**Ramen Soup Cajun Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4016	**Ramen Soup Picante Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4295	Salami 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4070	Spicy Meat & Cheese stick	$ 1.99	$ 2.39			$ 2.19		$ 2.29			$ 2.29	$ 0.17	$ 2.46
4292	Summer Sausage 5oz.	$ 2.79		SIZE NOT SOLD									$ 2.79
4293	Summer Sausage Jalapeno 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4359	Tuna Fish	$ 2.17	$ 2.49				$ 1.79			$ 1.79	$ 2.02	$ 0.15	$ 2.18
	COOKIES & PASTRIES												
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5093	**Apple Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5094	**Banana Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5098	**Blueberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5064	**Cherry Cheese Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5005	**Chocolate Cupcakes**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85

5025	**Big Texas Cinnamon Roll**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5353	**Cinnamon Swirl Bun**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5070	Grandma Brownie Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5024	Grandma Choc Chip Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5047	Grandma Oatmeal Raisin Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5044	Grandma Peanut Butter cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5133	**Honey Bun Jelly Swirl**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5091	**Honey Bun Jumbo Glazed**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5008	**Iced Honey Bun 6 oz**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5258	**Red Velvet Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5066	**Strawberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5278	**Peanut Butter Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5104	**Vanilla Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5367	Duplex Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5161	Lemon Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5056	Peanut Butter Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5372	Strawberry Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5018	Vanilla Wafers 10 oz	$ 2.09		SIZE NOT SOLD									$ 2.09
5062	**Pop Tart Blueberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
5060	**Pop Tart Strawberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
GENERAL MERCHANDISE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
7110	Batteries AA 1 each	$ 0.80		SSI								$ -	$ 0.80
7033	Crossword Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7027	Sudoko Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7003	Word Search Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7002	Ear Buds	$ 6.99					$ 9.99	$ 6.99		$ 6.99	$ 7.99	$ 0.60	$ 8.59
7099	Legal Pad - White	$ 1.99					$ 2.29	$ 1.50		$ 1.25	$ 1.68	$ 0.13	$ 1.81
7010	Playing Cards	$ 3.09	$ 2.89				$ 4.79			$ 2.99	$ 3.56	$ 0.27	$ 3.82
7383	Flex Pen Black	$ 0.47		SPECIALIZED ITEM									$ 0.47
7032	Eraser for Pencil	$ 0.20		SINGLE SERVE ITEM									$ 0.20
7023	Pocket Dictionary English	$ 2.99		SPECIALIZED ITEM									$ 2.99
7228	Pocket Dictionary Spanish	$ 2.99		SPECIALIZED ITEM									$ 2.99
7011	Radio w/earbuds	$ 41.75		SPECIALIZED ITEM									$ 41.75
7076	Reading Glasses 1.00	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7077	Reading Glasses 1.25	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7039	Reading Glasses 1.50	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
GENERAL MERCHANDISE													
PLU	Item	Price	CVS	WALGREENS	FAM $	TARGET					**AVG**	**TAX**	**FMV**
7078	Reading Glasses 1.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7040	Reading Glasses 2.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31

7079	Reading Glasses 2.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7041	Reading Glasses 2.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7080	Reading Glasses 2.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7042	Reading Glasses 3.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7081	Reading Glasses 3.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7120	Reading Glasses 3.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7016	Tumbler w/Lid	$ 0.70		SPECIALIZED ITEM									$ 0.70
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8000	**Boxers - 2X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8001	**Boxers - 3X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8003	**Boxers - Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8004	**Boxers - Medium**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8005	**Boxers - Small**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8006	**Boxers - X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8418	Clogs Sz 10	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8419	Clogs Sz 11	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8420	Clogs Sz 12	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8421	Clogs Sz 13	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8422	Clogs Sz 14	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8423	Clogs Sz 15	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8412	Clogs Sz 4	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8413	Clogs Sz 5	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8414	Clogs Sz 6	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8415	Clogs Sz 7	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8416	Clogs Sz 8	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8417	Clogs Sz 9	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8088	Panties - 10	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8087	Panties - 6	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8020	Panties - 7	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8021	Panties - 8	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	$ GENERAL	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8022	Panties - 9	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8012	**Shorts Blue 2X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8411	**Shorts Blue 4X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8013	**Shorts Blue Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8014	**Shorts Blue Medium**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8015	**Shorts Blue X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8036	Socks	$ 1.79							$ 6.00		$ 6.00	$ 0.45	$ 6.45
8109	Sports Bra size 32	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8007	Sports Bra size 34	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8008	Sports Bra size 36	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46

8009	Sports Bra size 38	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8010	Sports Bra size 40	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8011	Sports Bra size 42	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8353	Sports Bra size 44	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8052	**Thermal Bottom - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8053	**Thermal Bottom - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8054	**Thermal Bottom - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8050	**Thermal Bottom - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8049	**Thermal Bottom - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8051	**Thermal Bottom - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8058	**Thermal Top - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8059	**Thermal Top - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8060	**Thermal Top - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8056	**Thermal Top - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8055	**Thermal Top - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8057	**Thermal Top - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8047	T-Shirts - XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8048	T-Shirts - 2XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8042	T-Shirts - 3XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8043	T-Shirts - 4XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8044	T-Shirts - Large	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8045	T-Shirts - Medium	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8046	T-Shirts - Small	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
Indigent Kits													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
7287	Indigent Supply (1 Time Only)	$ 4.49		SPECIALIZED ITEM									$ 4.49
2714	Indigent Resupply (14 Day)	$ 3.84		SPECIALIZED ITEM									$ 3.84
2715	Indigent Resupply (60 Day)	$ 4.56		SPECIALIZED ITEM									$ 4.56
POSTAGE													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2001	Stamped Envelope	$ 0.73		SINGLE SERVE ITEM									$ 0.73
PHONE TIME													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2049	Phone Time	$ 1.00		SPECIALIZED ITEM									$ 1.00

JAIL ADDRESS:
Escambia County Jail
1700 W Leonard St
Pensacola, FL 32501

Stores Visited:

Circle K - 4450 Bayon Blvd, Pensacola, FL 32503

Smart Mart - 1412 W. Fairfeld Dr, Pensacola, FL 32503
Exxon - 2800 W Fairfield Dr, Pensacola, FL 32503
Target - 4711 Bayou Blvd, Pensacola, FL 32505
Raceway - 2741 W Fairfield Dr, Pensacola, FL 32505
Shell - 3900 N. Davis Hwy, Pensacola, FL 32503
Wallgreens - 85 Beverly Pkwy, Pensacola, FL 32505
People's Beauty Supply - 3886 N 9th Ave, Pensacola, FL 32503
CVS - 3880 N. 9th Ave, Pensacola, FL 32503
Family Dollar - 1817 W Fairfield Dr, Pensacola, FL 32505
Subway 1 - 3101 N. Pace Blvd, Pensacola, FL 32505
Subway 2 - 5007 N. Davis Hwy, Pensacola, FL 32505
Subway 3 - 120 Chiefs Way, Pensacola, FL 32507
Dollar General 6601 N. Davis Hwy, Pensacola, FL 32504

ROA D PRISON COMMISSARY MENU

ID: Printed Name:

Location: Signature:

Revised 9/17/2019

Date:

*I authorize the deduction of funds to pay for the items selected.

CLOTHING

10549	Orange Canvas Shoes Size 7	10.36
10550	Orange Canvas Shoes Size 8	10.36
10551	Orange Canvas Shoe Size 9	10.36
10552	Orange Canvas Shoe Size 10	10.36
10553	Orange Canvas Shoe Size 11	10.36
10554	Orange Canvas Shoe Size 12	10.36
10555	Orange Canvas Shoe Size 13	10.36
10556	Orange Canvas Shoe Size 14	10.36

PERSONAL HYGIENE

1320	Neutrogena Soap	6.68
1396	Ivory Toothbrush (TB30)	0.49
1400	Crest Toothpaste(4.6oz.)	3.19
1401	Closeup Toothpaste	3.18
1407	Toothbrush Holder	0.85
1408	Plastic Soap Dish	1.25
1410	Pocket Comb - 5"	0.61
1414	Stavdent Denture Adhesive Cream	4.48
1416	Denture Cleaner Tablets (6pk)	0.78
1417	Denture Bath	3.12
1424	Noxzema	3.42
1426	Irish Spring	1.72
1427	Ultra Brite w/Advanced Whitening	3.17
1428	Foot Powder	3.70
1434	Blistex Lip Therapy	2.90
1435	Magic Shave Cream Tube	4.83
1436	Mennon Clear Speed Stick	3.65
1438	Murray's Superior Hair Dressing.	4.28
1439	Sure Deod.	3.14
1440	Cocoa Butter Stick	2.25
1444	Palmolive Deod. Soap	1.28
1446	Dawn Mist 3 oz. Soap (SP30)	0.95
1450	Anti Fungel Cream	4.81
1452	Lady Speed Stick	3.12
1454	Ivory Soap	1.07
1455	Ambi Complexion Bar	3.47
1456	Ambi Cocoa Butter Soap	3.47
1458	Dial Soap - 3.5 oz.	1.66
1459	Dove soap	2.53
1463	Multi Purpose Solution	5.22
1476	BP35 4oz Baby Powder	1.22
1477	BA3312 4oz Baby Oil	1.44
1478	4oz Cocoa Butter Lotion	1.20
1479	MS3367 4oz Shampoo and Body Bath	1.24
1480	HC3336 4oz Conditioner	1.24
1482	Lusti Hair Food	2.40
1483	Shampoo, Shave Gel, Body Wash 4 oz	1.24
1484	4 oz. Tearless Shampoo	1.24
1494	2 oz mouthwash - MR02	0.75
1498	4 oz. Dandruff Shampoo	1.53
1499	Suave Body Wash - 12oz.	4.30

MEDICAL

19101	Generic Tylenol	0.63
19102	Advil	0.63
19103	Alka Seltzer	0.90
19105	Rolaids / Tums	1.18
19108	Hydrocortisone Cream	0.42
19110	Hemorrhoidal Ointment	4.35
19113	Halls Cherry Cough Drops	0.91
19116	ClearZit Acne Cream	2.71

MISC

1028	Ear Buds Electronic	3.98
1031	UNO Cards	7.22
1034	Rook Card Game	7.22
1536	Generic Playing Cards	2.43
1644	Stamped Envelope	0.69
1653	Drawing Pad	1.37
1654	Writing Pad	1.37
1655	9 x 12 Envelope	0.46
1661	Mechanical Pencils	0.45
1675	Birthday Card Male	1.49
1676	Birthday Card Female	1.49
1677	Birthday Card Child Female	1.49
1678	Birthday Card Child Male	1.49
1679	Christmas Card	1.49
1680	Get Well Card	1.49
1681	Sympathy Card	1.49
1682	Thank You Card	1.49
1683	Mother's Day Card	1.49
1684	Father's Day Card	1.49
1685	Anniversary Card	1.49
1686	Valentines Day Card	1.49
1687	All Occasion Card	1.49
1688	Easter Card	1.49
1689	Friendship Cards	1.49
1690	I Love You Cards	1.49
1991	AAA (4 pack)	3.25
50546	Clear AM/FM Radio (uses AAA)	31.50

CANDY

1696	Twizzlers LSC	1.28
1700	Big Reese Cup	1.38
1701	3 Musketeer Non UPC	1.16
1703	M&M Peanut Non UPC	1.16
1704	Starburst Non UPC	1.16
1705	Snickers Non UPC	1.16
1706	Skittles Non UPC	1.16
1707	Whoppers	1.16
1708	Milky Way Non UPC	1.16
1709	Now & Later	1.16
1710	Kit Kat - LSC	1.38
1712	Whatchamacallit	1.38
1713	Twix Non UPC	1.16
1714	Jelly Beans	1.24
1715	Baby Ruth	1.16
1716	Fast Break	1.16
1717	Butterfinger	1.16
1721	Jaw Breakers	1.28
1722	Sour Fruit Balls	1.28
1723	Atomic Fire Balls	1.28
1724	Jolly Ranchers	1.58
1726	Butterscotch Buttons	1.24
1728	Lemon Heads	1.18
1731	Chick O Stick	0.79
1734	Ole School Corn Flake Chewy	1.21
1742	M&M Plain Non UPC	1.16
1746	Hershey's Gold Candy Bar	1.16

BEVERAGES

1106	Coca Cola Voucher	1.50
1125	Ind. S.F. Grape Drink Mix(10 ct.)	3.06
1127	Tasters Choice Hazlenut	0.39
1298	Hawaiian Punch Fruit Juicy Red Singl	2.85
1300	Swiss Miss	0.47
1301	Capri Sun Juice	0.79
1302	Ind. Orange Drink Mix	0.46
1304	Ind. Ice Tea Mix	0.46
1305	Boston's Best Columbian	4.70
1306	Yoo Hoo	0.89
1307	Taster's Choice Ind. Cof.	0.39
1310	Ind. Fr. Punch Mix	0.46
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	3.06
1313	Ind. S.F. Orange (10 ct.)	3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	3.06

CHIPS / SNACKS

1087	Marias Cookies	1.44
1092	Sharp Squeeze Cheese(14 oz.bottle)	5.62
1096	Jalapeno Cheese Squeeze Bottle	4.75
1097	French Onion Dip 6.35 oz	2.25
1098	Cheddar Cheese Dip 6.35 oz	2.25
1308	Frosted Flakes 1 oz.	0.82
1319	Raisin Bran Cereal 1.25 oz.	0.82
1573	Ind. Peanut Butter Pack	0.80
1574	Ind. Jelly Pack	0.59
1575	ketchup (12 ct.)	1.73
1576	mustard (12 ct.)	1.73
1577	mayo (12 ct)	2.16
1578	Hot sauce (10 ct.)	1.73
1579	Ind. Sugar Packs (10ct.)	0.76
1580	Ind. Cream Packets (20ct.)	1.37
1600	Ramen Chili	0.82
1601	Ramen Chicken	0.82
1602	Ramen Beef	0.82
1606	Ramen Cajun Chicken	0.82
1607	Ramen Shrimp	0.82
1608	Sweet Sue Chicken Pouch	5.95
1609	Western Style Hot Chili	2.80
1610	Chili w/Beans Pouch	2.80
1611	Beef Stew Pouch	2.80
1735	Grandma Peanut Butter Cookie	1.16
1795	Banana Nut Muffin 4.5 oz.	2.75
1796	Blueberry Muffins 4.5 oz.	2.75
1798	Strawberry Poptart	1.06
1799	Iced Oatmeal Cookie 5oz	1.27
1800	Nutty Buddy Bar	1.16
1801	Fudge Brownie	0.79
1802	Honey Bun 4 oz.	1.16
1808	Lemon Cream Cookies (5 oz.)	1.17
1809	Peanut Butter Cr. Cookie 5 oz.	1.17
1810	Powdered Gem Donuts	1.16
1812	Iced Honey Bun	1.21
1813	Duplex Cream Cookie 5 oz.	1.27
1814	Strawberry Cream Cookies (5 oz.)	1.17
1816	Banana Moon Pie	1.40
1818	Granola Bar	1.01
1821	Van-O-Lunch Cookies	0.76
1823	Vanilla Moon Pie	1.40
1824	Lookout Pecan Pie	1.88
1826	Toastchee Spicy Cheddar	0.76
1899	Snack Crackers (large bx)	4.92
1900	Chocolate Chip Cookies 5oz	1.27
1902	Jay's Jalapeno Cruncher Chips	0.86
1903	Kosher Dill Chip	0.86
1905	Dorito Nacho - LSS	1.35
1906	Hot Buffalo Wing Chips	0.86
1907	Jalapeno Cheeto - LSS	1.35
1908	Snyders Hot Buffalo Pieces LSS	1.35
1910	Saltines	0.46
1911	Toastchee Cracker	0.76
1912	Cheese on Wheat Crackers	0.76
1916	Peanut Bar	0.88
1918	Sugar Free Vanilla Wafers	0.87
1924	Voodoo Chips LSS	1.35
1925	Hot and Spicy Chips	0.86
1926	White Cheddar Popcorn	0.86
1927	Jalapeno Poppers Curls	0.86
1928	Sour Cream & Onion Chips	0.86
1929	Salted Peanuts	0.76
1930	Lays Plain - LSS	1.26
1931	Kars Sweet N Salty Mix 3.5 oz.	1.89
1932	Snyders Jalapeno Pieces - LSS	1.35
1935	Malt Crackers	0.76
1936	Nekot Cookies	0.76
1937	Baby Back Ribs Potato Chips - LSS	1.35
1938	Honey Mustard w/Onion Pieces	1.35
1940	Big Bag Hot Pork Skin	2.25
1941	Big Bag BBQ Pork Skins	2.25
1943	Ranch Dressing Individual	0.55
1945	Pepperoni Sticks	4.60
1947	Beef Jerky	1.75
1948	Creamy Ranch Habanero Chips	0.86
1951	Kars Sweet & Spicy Mix	4.25
1952	Tijuana Mama Hot Sausage	1.99
1954	Gold-n-Cheese Crackers	0.76
1955	Combos Pretzel	1.59
1964	Kar Sriracha Peanuts - 3.5 oz.	1.92
1968	Takis Fuego - 2 oz.	2.40
1975	Chicken of Sea Mackerel	3.12
1979	Beef Summer Sausage	2.26
1980	Beef & Cheddar Cheese Stick	0.86
1982	Jalapeno Slices	1.00
1983	Spam	2.67
1985	Star Kist Tuna Kit	3.61
1986	Fresh Catch Sardine in Hot Sauce	1.95
1997	Flour Tortilla Shells	1.74
1998	Med. Salsa Cup (3 oz. cup)	1.12
2005	Bacon Flavored Refried Beans	2.04
2010	Big Tuna Pouch	3.28
2012	Grocery Size Sour Cream Chips	3.28
2013	Grocery Size BBQ Chips	3.28
2014	Grocery Size Hot Potato Chips	3.28
2018	Bag of Butterfinger Cookies	3.09
2019	Big Haus Hot Jalepeno Beef Stick	3.04
2023	Grocery Size Cheese Curls	3.68
2032	Fudge Toaster Pastry	1.01
2055	Grocery Size Cheese Puffs	4.88
2064	Kars Original Trail Mix	1.36
2070	Frito Lays Baked BBQ Chips	1.16
2077	Herrs Baked Cheddar Chips	0.99
2743	Quaker Snack Mix Baked Cheddar	1.56
2744	Nature Valley Sweet & Salty Peanut B	1.56
5302	Cinnamon Swirl Bun	1.16
6165	Chocolate Cupcakes	1.75

TOBACCO

1204	Newports CARTON	72.90

ID: _____ Printed Name: _____

Location: _____ Signature: _____

Date: _____

Revised 9/17/2019

*I authorize the deduction of funds to pay for the items selected.

1205	___Newports Packs	8.37
1206	___Marlboro Packs	8.37
1207	___Malboro CARTON	72.90
1209	___Lighter	0.79
1222	___305 Cig	6.63
1223	___305 Menthol	6.63
1224	___CARTON Reg. 305 Cig.	57.22
1225	___CARTON 305 Menthol Cig.	57.22

ROAD PRISON

Kimble's commissary services

Monthly Invoice

Date	Invoice No.
6/30/2019	10634724211

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 6/1/2019 to 6/30/2019		15,295.16	15,295.16T
Non Taxable Sales		24.84	24.84
Sales Tax		7.50%	1,147.14

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $16,467.14

ROAD PRISON

Monthly Invoice

Date	Invoice No.
7/31/2019	10634736591

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 7/1/2019 to 7/31/2019		20,858.39	20,858.39T
Non Taxable Sales		31.05	31.05
Sales Tax		7.50%	1,564.38

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $22,453.82

ROAD PRISON

Kimble's commissary services

Monthly Invoice

Date	Invoice No.
8/30/2019	20190831

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 8/1/2019 to 8/30/2019		14,958.83	14,958.83T
misc. adjustment		0.01	0.01
Non Taxable Sales		15.18	15.18
Sales Tax		7.50%	1,121.91

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total $16,095.93

ROAD PRISON PRODUCT SALES

Product Sales

Escambia County Florida Products by Code 8/1/2019 to 8/31/2019

Code	Product	Qty	Avg Price	SubTTL
1028	Ear Buds Electronic	4	$3.98	$15.92
1087	Marias Cookies	5	$1.44	$7.20
1092	Sharp Squeeze Cheese(14 oz.bottle)	1	$5.62	$5.62
1096	Jalapeno Cheese Squeeze Bottle	19	$4.75	$90.25
1097	French Onion Dip 6.35 oz	2	$2.25	$4.50
1098	Cheddar Cheese Dip 6.35 oz	1	$2.25	$2.25
1106	Coca Cola Voucher	664	$1.50	$996.00
1125	Ind. S.F. Grape Drink Mix(10 ct.)	1	$3.06	$3.06
1127	Tasters Choice Hazlenut	207	$0.39	$80.73
1204	Newports CARTON	4	$72.90	$291.60
1205	Newports Packs	56	$8.37	$468.72
1206	Marlboro Packs	29	$8.37	$242.73
1207	Malboro CARTON	4	$72.90	$291.60
1209	Lighter	45	$0.79	$35.55
1222	305 Cig	197	$6.63	$1306.11
1223	305 Menthol	325	$6.63	$2154.75
1224	CARTON Reg. 305 Cig.	20	$57.22	$1144.40
1225	CARTON 305 Menthol Cig.	40	$57.22	$2288.80
1298	Hawaiian Punch Fruit Juicy Red Singles	56	$2.85	$159.60
1300	Swiss Miss	382	$0.47	$179.54
1301	Capri Sun Juice	1	$0.79	$0.79
1302	Ind. Orange Drink Mix	3	$0.46	$1.38
1304	Ind. Ice Tea Mix	3	$0.46	$1.38
1305	Boston's Best Columbian	226	$4.70	$1062.20
1306	Yoo Hoo	12	$0.89	$10.68
1307	Taster's Choice Ind. Cof.	8	$0.39	$3.12
1308	Frosted Flakes 1 oz.	10	$0.82	$8.20
1310	Ind. Fr. Punch Mix	4	$0.46	$1.84
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	1	$3.06	$3.06
1313	Ind. S.F. Orange (10 ct.)	1	$3.06	$3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	2	$3.06	$6.12
1396	Ivory Toothbrush (TB30)	1	$0.49	$0.49
1400	Crest Toothpaste(4.6oz.)	6	$3.19	$19.14
1401	Closeup Toothpaste	3	$3.18	$9.54
1407	Toothbrush Holder	2	$0.85	$1.70
1408	Plastic Soap Dish	4	$1.25	$5.00

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1426	Irish Spring	34	$1.72	$58.48
1427	Ultra Brite w/Advanced Whitening	8	$3.17	$25.36
1434	Blistex Lip Therapy	1	$2.90	$2.90
1436	Mennon Clear Speed Stick	1	$3.65	$3.65
1439	Sure Deod.	8	$3.14	$25.12
1440	Cocoa Butter Stick	2	$2.25	$4.50
1444	Palmolive Deod. Soap	2	$1.28	$2.56
1452	Lady Speed Stick	21	$3.12	$65.52
1454	Ivory Soap	24	$1.07	$25.68
1456	Ambi Cocoa Butter Soap	3	$3.47	$10.41
1458	Dial Soap - 3.5 oz.	12	$1.66	$19.92
1459	Dove soap	6	$2.53	$15.18
1476	BP35 4oz Baby Powder	7	$1.22	$8.54
1477	BA3312 4oz Baby Oil	1	$1.44	$1.44
1478	4oz Cocoa Butter Lotion	6	$1.20	$7.20
1483	Shampoo, Shave Gel, Body Wash 4 oz	1	$1.24	$1.24
1484	4 oz. Tearless Shampoo	1	$1.24	$1.24
1498	4 oz. Dandruff Shampoo	2	$1.53	$3.06
1536	Generic Playing Cards	15	$2.43	$36.45
1573	Ind. Peanut Butter Pack	45	$0.80	$36.00
1574	Ind. Jelly Pack	11	$0.59	$6.49
1575	ketchup (12 ct.)	1	$1.73	$1.73
1576	mustard (12 ct.)	3	$1.73	$5.19
1577	mayo (12 ct)	28	$2.16	$60.48
1578	Hot sauce (10 ct.)	18	$1.73	$31.14
1579	Ind. Sugar Packs (10ct.)	48	$0.76	$36.48
1580	Ind. Cream Packets (20ct.)	15	$1.37	$20.55
1600	Ramen Chili	327	$0.82	$268.14
1601	Ramen Chicken	241	$0.82	$197.62
1602	Ramen Beef	208	$0.82	$170.56
1606	Ramen Cajun Chicken	652	$0.82	$534.64
1607	Ramen Shrimp	61	$0.82	$50.02
1609	Western Style Hot Chili	31	$2.80	$86.80
1610	Chili w/Beans Pouch	16	$2.80	$44.80
1644	Stamped Envelope	22	$0.69	$15.18
1653	Drawing Pad	3	$1.37	$4.11
1654	Writing Pad	5	$1.37	$6.85
1655	9 x 12 Envelope	7	$0.46	$3.22
1661	Mechanical Pencils	10	$0.45	$4.50
1675	Birthday Card Male	1	$1.49	$1.49

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1676	Birthday Card Female	5	$1.49	$7.45
1682	Thank You Card	2	$1.49	$2.98
1689	Friendship Cards	1	$1.49	$1.49
1690	I Love You Cards	4	$1.49	$5.96
1696	Twizzlers LSC	4	$1.28	$5.12
1700	Big Reese Cup	24	$1.38	$33.12
1701	3 Musketeer Non UPC	13	$1.16	$15.08
1703	M&M Peanut Non UPC	14	$1.16	$16.24
1704	Starburst Non UPC	6	$1.16	$6.96
1705	Snickers Non UPC	23	$1.16	$26.68
1706	Skittles Non UPC	7	$1.16	$8.12
1707	Whoppers	2	$1.16	$2.32
1708	Milky Way Non UPC	4	$1.16	$4.64
1709	Now & Later	2	$1.16	$2.32
1710	Kit Kat - LSC	12	$1.38	$16.56
1712	Whatchamacallit	20	$1.38	$27.60
1713	Twix Non UPC	10	$1.16	$11.60
1715	Baby Ruth	4	$1.16	$4.64
1716	Fast Break	13	$1.16	$15.08
1717	Butterfinger	5	$1.16	$5.80
1721	Jaw Breakers	3	$1.28	$3.84
1722	Sour Fruit Balls	17	$1.28	$21.76
1723	Atomic Fire Balls	35	$1.28	$44.80
1724	Jolly Ranchers	30	$1.58	$47.40
1726	Butterscotch Buttons	36	$1.24	$44.64
1728	Lemon Heads	12	$1.18	$14.16
1731	Chick O Stick	2	$0.79	$1.58
1734	Ole School Corn Flake Chewy	89	$1.21	$107.69
1735	Grandma Peanut Butter Cookie	6	$1.16	$6.96
1742	M&M Plain Non UPC	11	$1.16	$12.76
1746	Hershey's Gold Candy Bar	2	$1.16	$2.32
1798	Strawberry Poptart	27	$1.06	$28.62
1799	Iced Oatmeal Cookie 5oz	24	$1.27	$30.48
1800	Nutty Buddy Bar	41	$1.16	$47.56
1801	Fudge Brownie	20	$0.79	$15.80
1802	Honey Bun 4 oz.	69	$1.16	$80.04
1808	Lemon Cream Cookies (5 oz.)	44	$1.17	$51.48
1809	Peanut Butter Cr. Cookie 5 oz.	66	$1.17	$77.22
1810	Powdered Gem Donuts	14	$1.16	$16.24
1812	Iced Honey Bun	276	$1.21	$333.96

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1813	Duplex Cream Cookie 5 oz.	41	$1.27	$52.07
1814	Strawberry Cream Cookies (5 oz.)	97	$1.17	$113.49
1816	Banana Moon Pie	3	$1.40	$4.20
1818	Granola Bar	10	$1.01	$10.10
1821	Van-O-Lunch Cookies	3	$0.76	$2.28
1824	Lookout Pecan Pie	5	$1.88	$9.40
1826	Toastchee Spicy Cheddar	21	$0.76	$15.96
1899	Snack Crackers (large bx)	3	$4.92	$14.76
1900	Chocolate Chip Cookies 5oz	27	$1.27	$34.29
1902	Jay's Jalapeno Cruncher Chips	23	$0.86	$19.78
1903	Kosher Dill Chip	26	$0.86	$22.36
1905	Dorito Nacho - LSS	66	$1.35	$89.10
1906	Hot Buffalo Wing Chips	20	$0.86	$17.20
1907	Jalapeno Cheeto - LSS	39	$1.35	$52.65
1908	Snyders Hot Buffalo Pieces LSS	39	$1.35	$52.65
1910	Saltines	16	$0.46	$7.36
1911	Toastchee Cracker	1	$0.76	$0.76
1912	Cheese on Wheat Crackers	11	$0.76	$8.36
1916	Peanut Bar	68	$0.88	$59.84
1924	Voodoo Chips LSS	15	$1.35	$20.25
1925	Hot and Spicy Chips	21	$0.86	$18.06
1926	White Cheddar Popcorn	4	$0.86	$3.44
1927	Jalapeno Poppers Curls	167	$0.86	$143.62
1928	Sour Cream & Onion Chips	36	$0.86	$30.96
1929	Salted Peanuts	18	$0.76	$13.68
1930	Lays Plain - LSS	6	$1.26	$7.56
1931	Kars Sweet N Salty Mix 3.5 oz.	1	$1.89	$1.89
1932	Snyders Jalapeno Pieces - LSS	12	$1.35	$16.20
1936	Nekot Cookies	5	$0.76	$3.80
1937	Baby Back Ribs Potato Chips - LSS	2	$1.35	$2.70
1938	Honey Mustard w/Onion Pieces	19	$1.35	$25.65
1940	Big Bag Hot Pork Skin	5	$2.25	$11.25
1941	Big Bag BBQ Pork Skins	4	$2.25	$9.00
1943	Ranch Dressing Individual	65	$0.55	$35.75
1945	Pepperoni Sticks	2	$4.60	$9.20
1948	Creamy Ranch Habanero Chips	59	$0.86	$50.74
1952	Tijuana Mama Hot Sausage	15	$1.99	$29.85
1954	Gold-n-Cheese Crackers	2	$0.76	$1.52
1955	Combos Pretzel	2	$1.59	$3.18
1968	Takis Fuego - 2 oz.	2	$2.40	$4.80

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1975	Chicken of Sea Mackerel	5	$3.12	$15.60
1979	Beef Summer Sausage	9	$2.26	$20.34
1980	Beef & Cheddar Cheese Stick	32	$0.86	$27.52
1982	Jalapeno Slices	25	$1.00	$25.00
1983	Spam	1	$2.67	$2.67
1986	Fresh Catch Sardine in Hot Sauce	9	$1.95	$17.55
1991	AAA (4 pack)	20	$3.25	$65.00
1997	Flour Tortilla Shells	35	$1.74	$60.90
1998	Med. Salsa Cup (3 oz. cup)	1	$1.12	$1.12
2005	Bacon Flavored Refried Beans	13	$2.04	$26.52
2010	Big Tuna Pouch	14	$3.28	$45.92
2012	Grocery Size Sour Cream Chips	7	$3.28	$22.96
2013	Grocery Size BBQ Chips	9	$3.28	$29.52
2014	Grocery Size Hot Potato Chips	6	$3.28	$19.68
2018	Bag of Butterfinger Cookies	5	$3.09	$15.45
2019	Big Haus Hot Jalepeno Beef Stick	24	$3.04	$72.96
2023	Grocery Size Cheese Curls	47	$3.68	$172.96
2032	Fudge Toaster Pastry	78	$1.01	$78.78
2055	Grocery Size Cheese Puffs	22	$4.88	$107.36
2070	Frito Lays Baked BBQ Chips	2	$1.16	$2.32
2077	Herrs Baked Cheddar Chips	18	$0.99	$17.82
2743	Quaker Snack Mix Baked Cheddar	1	$1.56	$1.56
2744	Nature Valley Sweet & Salty Peanut Bar	2	$1.56	$3.12
5302	Cinnamon Swirl Bun	64	$1.16	$74.24
6165	Chocolate Cupcakes	14	$1.75	$24.50
10551	Orange Canvas Shoe Size 9	1	$10.36	$10.36
10552	Orange Canvas Shoe Size 10	1	$10.36	$10.36
10554	Orange Canvas Shoe Size 12	1	$10.36	$10.36
19102	Advil	1	$0.63	$0.63
50546	Clear AM/FM Radio (uses AAA)	2	$31.50	$63.00
				$16095.93

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the Term of the Agreement.

As noted on Solicitation Page 10 of 73, Section 7, and Page 17 of 73, Section 1-4, the term of the agreement with the awarded firm is expected to be ~~twelve (12) months with the potential for up to two (2) one-year renewal periods for a total term of thirty-six (36) months~~.

This Addendum provides an update that the term of the agreement with the awarded firm is now expected – upon negotiation – to be thirty-six (36) months with up to two (2) one-year renewal periods, for a total of sixty (60) months.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 5 provides answers to the questions found on the following pages.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. What items (product and size) are included in the indigent kits?

A1. Main Jail Indigent Kits are shown on the following pages.
Work Annex (Road Prison):

- 1 box of 500 stamped envelopes ($366.40)
- 1 dozen pens ($2.90)
- 1 ream of wide-rule paper ($1.00)

Please note that Indigent Kits are not included with this proposal as the County prepares their own kits. This answer is in response to the question of what is included in the kits.

Q2. How much are inmates currently charged to transfer money to their phone account?

A2. No charge. Inmates buy phone time.

Q3. What were tobacco sales from 10/1/2018 - 9/30/2019?

A3. Quantity 10,022 = $117,615.62

Q4. Is it the intent of Escambia County to continue to sell tobacco products at the Road Prison?

A4. Yes, but the County reserves the right to change this policy.

Q5. How many dorm kiosks are currently installed at the different locations?

A5. Please see Addendum 3, Question 36.

Q6. Do the dorm kiosks currently in place utilize power and Cat-6 cabling to operate?

A6. Yes.

Q7. It has been requested that we use the proposal format shown on page 42 of 73. In this format, there is no indication as to where the information regarding where the Qualifications of Firm (experience, history, reference, etc.) or Qualifications of Staff should be included.

A7. The department has requested that this information should be included in Part A after the Letter of Transmittal, and before the written technical approach. However, the location of the information within the proposal will not cause a response to be deemed non-responsive. As long as all the requested information is included, the firm's response will be deemed responsive as it relates to this specific item.

Main Jail Hygiene Kit (includes Work Release)

Hygiene Kit Price 4.49

(1) 20oz. cup with lid

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 1 Price 3.84

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 2 Price 4.56

(1) petroleum jelly

(1) comb

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

ATTACHMENT B
COST/FEE PROPOSAL
FINAL OFFER

Keefe has prepared Proposal A and Proposal B for the ECCD with the option to include Keefe's Direct Debit Inmate Vending Program with each one as well. Each offer will be followed by Commission Offer Details including the estimated annual commission return. Details on Specialty / Value Added Services will follow all of the offers.

Proposal A-1 –
Keefe Staff at Facility and orders pulled at facility **with** Vending Option

Proposal A-2 –
Keefe Staff at Facility and orders pulled at facility **without** Vending Option

Proposal B-1 –
Keefe Staff at Facility and orders pulled offsite at Keefe's Warehouse **with** Vending Option

Proposal B-2 –
Keefe Staff at Facility and orders pulled offsite at Keefe's Warehouse **without** Vending Option

The cost of the New Commit Kits remain the same across all proposals at $0.65 each or an extended annual cost of $11,700.

Deposits fees remain the same across all proposals at $3.00 for deposits via kiosk and $4.95 for web and phone deposits.

For the Secure Release Debit Cards there is no charge for use for the first 72 hours. After the first 72 hours the weekly maintenance fee is $2.50.

*****Please note that all options proposed are negotiable****

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ATTACHMENT B

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

FINAL PROPOSAL: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

Contract/Fiscal Periods	**Inmate Sales Commission**
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	51% %
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	51% %
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	51% %
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	51% %
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	51% %

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	51% %
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	51% %

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

FINAL PROPOSAL: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	$ $670,894
1,200 - 1,399	$ $792,874
1,400 - 1,599	$ $914,855
1,600 - 1,799	$ $1,036,836
1,800 - 1,999	$ $1,158,816
2,000 – above	$ $1,219,807

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102
Inmate Commissary and Banking Services for Escambia County Corrections Department

FINAL PROPOSAL: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	$ $0.65	$

Total Estimated Annual Cost of Kits - $ $11,700

FINAL PROPOSAL: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits through the use of a kiosk. The proposed fee cannot exceed $3.00 per transaction. ..... $ $3.00

Proposed fee charge for public credit card deposits through the use of telephone or Internet access. The proposed fee cannot exceed $4.95 per transaction. ..... $ $4.95

Proposed fee associated with Pre-paid Debit Card/release transactions. The use of the card is free for the first 72 hours after release. The maximum fee that can be charged is $3.00/per day thereafter. ..... $ $2.50

FINAL PROPOSAL: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

FINAL Commission Offer

Keefe Staff at Facility and orders pulled at facility **without** Vending Option

Noncommissioned Items
Stamped envelopes / Postage stamps
Phone Time
Indigent Kits
Admission Kits
On-site, special commissary item sales sold by the Jail

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

Commissary and SecurePak Monthly Sales
Less Postage, Phone and any Non-Commissionable Sales
= Adjusted Gross Sales

51% Commission Offer on Commissary and Vending
51% Commission Offer on Securepak Program

Based on the Commissary and Package sales provided by Escambia County the estimated annual commission revenue back to the county will be **$1,181,596**

- KCN's Online Banking on all necessary ECCD Workstations – estimated at 25 workstations
- Securepak Friends and Family Package Program
- Interface with SmartJail JMS
- Interface with Global Tel Link
  - Edge Commissary Application installed on GTL Tablets
  - Includes Centralized Phone Order Entry and Direct Debit Inmate Calling
- Access Secure Deposit Program with Kiosk, Web and Phone Deposits
  - Access Corrections Payments by Purpose including Bail/Bond and County Payments
- 2 New Lobby Kiosks – Main Jail (will be moved to New Jail) and Video Visitation Center
- 1 New Intake Kiosk with Credit Card Reader at Main Jail (will be moved to New Jail)
- 4 Edge Inmate Kiosks at County Work Annex
- 4 Debit Card Secure Release Scanners & Debit Cards
- 1 Full-time Commissary Manager and 3 Full-time Commissary Reps
- All necessary workstations, printers and equipment required for Onsite Commissary Staff
- Keefe will provide a van for Keefe Staff to use to transport orders to the Work Release Center and Road Prison
- Optional Direct Debit Vending Program with commission adjustment dependent upon number of inmates with access to Vending

*Postage, stamped envelopes, indigent kits, phone time sales are noncommissioned. Commissions are based on proposed menu and service levels specified as well as information obtained through the RFP process. Significant changes to sales, order methods, facility policy or inmate count can alter commission rates. KCN will negotiate any and all terms of this offering to fit your requirements and needs.

NOTE – There is absolutely **NO COST** to the county for any of the products or services outlined in this proposal!

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Agreement for Secure Release™ Prepaid Debit Card Release

THIS AGREEMENT FOR DISTRIBUTION OF PREPAID DEBIT CARDS ("Agreement") is entered into by and between Keefe Commissary Network, L.L.C. d/b/a Access Corrections ("KCN"), located at 10880 Linpage Place, St. Louis Missouri 63132 and Escambia County, a political subdivision of the State of Florida ("Client"), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502.

WHEREAS, KCN, a solution provider for the correctional market, coordinates inmate trust fund release services for correctional facilities via a third party's provision of prepaid debit cards; and

WHEREAS, Client desires to coordinate **Secure Release™** inmate trust fund release services at the Escambia County Corrections facilities (the "Services") as defined further hereunder; and

WHEREAS, the parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall commence on April 1, 2020 ("Effective Date") and shall and shall remain in effect for so long as the *Agreement for Inmate Commissary and Banking Services for the Escambia County Corrections Department (P.D. 18-19.102)* remains in effect unless earlier terminated as provided in paragraph 17.
2. **Services.** KCN shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to Client inmates at time of release from the Client:

   Prepaid Debit Cards ("Cards")***:*** described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

   * Additional Release Services may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance. No Release Services shall be implemented without Client approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at KCN's discretion and shall not constitute an "Additional Release Service." The Client will be notified in writing of any such change.
3. **Maintenance of Designated Account.** Client agrees to maintain an account ("Designated Account") from which funds will be withdrawn by KCN and sent to Cache Valley Bank, which issues the Cards.
4. **Authorization to Withdraw Funds from Designated Account.** Client hereby authorizes KCN to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due KCN provided for in this Agreement. KCN shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to KCN. Client shall promptly pay such amount to KCN. KCN will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

   This authorization is to remain in full force and effect until KCN has received written notification from Client of its termination in such time and in such manner as to afford KCN and the Bank named above reasonable opportunity to act on it. Client shall give KCN no less than three banking business days notice if the Designated Account is to be changed so as to allow enough time for KCN to make the necessary system modifications.
5. **Responsibilities of the Client.** All responsibilities of the Client are outlined in the attached **"Security Requirements for the Storage of Prepaid Cards", "Exhibit A"** of this Agreement. KCN reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN shall notify the Client of any such change in writing.
6. **Representation and Warranty of Client.** Client represents and warrants that it is lawful in its respective jurisdiction of Escambia County, Florida to provide the Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Services.

8. **Fees and Charges.** KCN shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. **"Coordination Fees" are in accordance with the fee structure located in "Exhibit C".** All fees shall be assessed to the card holder/inmate.

9. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the release services.

***Taxes should not be levied on the issuance of a Card unless Client's laws dictate such.**

10. **Equipment.** Upon expiration or termination of this Agreement, Client agrees that all equipment and materials remain the property of KCN and upon expiration or termination of this Agreement KCN agrees to promptly remove all equipment and materials from the above mentioned Client. Client shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per "Exhibit A" of this Agreement.

11. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt notice of any such disclosure.

12. **Exclusivity.** Client acknowledges that based on this Agreement, KCN has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the Client's control and Client shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.

13. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement and as stated in "Exhibit A " of this Agreement.

14. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. Client agrees that it shall hold KCN harmless for any losses resulting from Client's or its employees' willful or intentional acts that result in improper Card funding or Card loss.

16. **Indemnification.** KCN shall indemnify and hold the Client, its officers, directors, agents, employees, representatives, affiliates, and customers harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of KCN's representations and warranties made under this Agreement, provided that KCN is promptly notified of any such claims. KCN shall defend such claims at its own expense. The Client shall provide, at KCN's expense, such assistance in investigating and defending such claims as KCN may reasonably request. This indemnity shall survive the termination of this Agreement.

17. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

18. **Termination.** In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. Client may terminate this agreement without cause upon providing thirty (30) days written notice.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

20. **Assignment.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors of interest, except that Client may not assign this Agreement to any person or entity without the written consent of KCN.

21. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives on the respective dates under each signature.

Keefe Commissary Network, L.L.C.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Escambia County, Florida

SIGNATURE: _____

PRINT NAME: Janice P. Gilley

TITLE: County Administrator

DATE: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-12-2020

Exhibit A
Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering
Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory
Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction
Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ “ by ½” in size. **A certified report of destruction outlined in Exhibit B**, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Exhibit B
Certificate of Destruction of Defective or Damaged Cards

I _____ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼ " by ½" in size.

Destruction Date (mmddyyyy)	Card Number	Expiration	Name (first, last)	Signature

Exhibit C

Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Weekly Maintenance Fee*	$2.50
ATM Account Inquiry Fee	$1.50
Inactivity Fee**	FREE
Domestic ATM Fees***	$2.95
ATM Decline for Non-Sufficient Funds Fee	$2.95
International ATM Fees***	$3.95
ATM Decline International Fee	$3.95
Replacement of lost or stolen card	$2.99
Account Closure Fee/Request for Balance by Check	FREE

* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

**After 90 days of no activity.

***Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit http://www.moneypass.com/ .

****Returned or rejected ACH transfers for invalid banking information are subject to a $9.95 returned processing fee.

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clients:
Toll Free from U.S.A. – (888) 609-0008
www.accessfreedomcard.com

PAYMENT SERVICES AGREEMENT

THIS PAYMENT SERVICES AGREEMENT ("**Agreement**") is entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Suite 420, Pensacola, Florida 32502 ("**Client**") and Keefe Commissary Network, LLC d/b/a Access Corrections, a Missouri limited liability company with its principal place of business located at 10880 Lin Page Place, St. Louis, Missouri 63132 ("**KCN**"). The Client and KCN are referred to herein individually as Party and collectively as the Parties.

WHEREAS, the Client desires to add certain cash handling and payment processing services offered by KCN; and

WHEREAS, the Parties desire to memorialize herein their respective obligations in regard to the provision of payment processing services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound by the terms stated in this Agreement, do agree as follows:

1. **Services.** KCN will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by KCN or such other methods ("**Transactions**") for crediting account balances held by Client on behalf of the recipients of funds (the "**Services**"). KCN provides the Services in its capacity as a licensed money services business. KCN represents and warrants to Client that KCN is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.

2. **Authorization.** By executing this Agreement**,** Client authorizes KCN to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Client for the benefit of designated recipients.

3. **Responsibilities of KCN.**

   a. KCN will receive payments from the public, directed to recipients by way of the Services.
   b. KCN will transfer payment files to Client on a daily basis. KCN will deliver payments to Client by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Client's designated bank account; provided, however, KCN, in its sole discretion, reserves the right to delay its acceptance of any transaction that KCN determines to be suspicious and warrants further investigation. Client acknowledges and agrees that KCN may terminate/cancel any proposed transaction should KCN determine the transaction is being made for an improper or illegal purpose.
   c. KCN will provide Client with daily payment information by way of the KCN Client interface.
   d. KCN will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Client.
   e. KCN will provide sufficient promotional material to be posted by Client.
   f. KCN, upon receipt of written notice from Client, shall place limitations on transactions. The limitations will be implemented by KCN as soon as is reasonably practicable.
   g. KCN may contract with a third-party to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. **Responsibilities of Client**.

   a. Client will provide KCN with the required bank account information for transmission of an EFT. Client agrees to notify KCN, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.

b. Client will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by KCN, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by KCN and any incorrect payments. At KCN's sole option and in lieu of the foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to Client and notify Client of any such offset.
c. Upon implementation of the Services, Client agrees that it will not accept payments designated for recipient accounts. Client will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
d. Client will promptly report receipt of each payment to the designated account or recipient in accordance with the Client's policy.
e. KCN will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Client's location.
f. Client agrees that KCN may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Effective Date/Term. This Agreement shall commence on April 1, 2020 ("Effective Date") and continue for so long as the *Agreement for Inmate Commissary and Banking Services for the Escambia County Corrections Department (P.D. 18-19.102)* remains in effect, unless sooner terminated as provided for herein.

6. Rates. The Services shall be provided at no cost to Client. KCN shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Client acknowledges may be amended by KCN in its sole discretion from time to time.

7. Exclusivity. KCN has the exclusive right to provide the Services for the Client and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to KCN.

8. Termination. This Agreement may be immediately terminated by either Party, in its sole discretion, in the event Party has not cured a breach of this Agreement within thirty (30) days of written notice of such purported breach from the non-terminating Party. This Agreement may be terminated by Client without cause upon providing KCN thirty (30) days written notice. Termination of this Agreement does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.

9. Refunds/Chargebacks.

a. The Parties acknowledge that once KCN accepts a transaction submitted to the applicable payment network or otherwise for processing, KCN cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by KCN are non-refundable to the individual by KCN. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.

b. In the case of chargebacks or returned funds, KCN will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in KCN's sole discretion. Upon written request from KCN, Client agrees to provide requested information needed to pursue the chargeback.

c. If an individual requests a refund, KCN will not be responsible for making those funds available if they have been already settled to a designated account by KCN or are beyond KCN's control.

d. If Client and sender of funds issue inconsistent instructions or requests to KCN, Client's instructions will control, and Client will hold KCN harmless from any and all losses, costs and expenses as a result of complying with Client's instructions.

10. **Indemnification.** KCN agrees to reimburse, defend, indemnify and hold harmless the Client and its directors, officers, managers, employees, agents, successors and assigns from and against all losses, claims, damages, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees assessed against or otherwise incurred by the Client arising, in whole or in part, from claims by a third party (a) arising from KCN's negligent acts or omission, and/or willful misconduct; (b) material breach of this Agreement; or (c) violation of any applicable laws, rules, regulations or ordinances. Indemnification provided in this Section does not apply to any claim or complaint to the extent caused by Client's own negligence or willful misconduct. This Section survives termination of this Agreement.

11. **Limitation of Liability; No Other Warranty.** OTHER THAN KCN'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KCN'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO KCN FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. IN NO EVENT WILL KCN BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

12. **Notice.**

To KCN: Keefe Commissary Network, LLC
Attn: Business Manager
10880 Lin Page Place
St. Louis, MO 63132
Email: jshoemake@keefegroup.com

To Client: Escambia County, Florida
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

13. This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other communications between the parties.

[SIGNATURE PAGE TO FOLLOW]

ACKNOWLEDGED AND AGREED TO:

By signing this form, each party accepts the terms set forth herein:

ESCAMBIA COUNTY, FL

By:_____

Name: Janice P. Gilley

Title: County Administrator

Date:_____

KEEFE COMMISSARY NETWORK, LLC

By:_____

Name:_____

Title:_____

Date:_____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-12-2020

"Price is what is billed to the inmate.
The County receives 51% of this price.

MAIN JAIL COMMISSARY MENU

"FMV" is the Fair Market Value:
FMV is the most that can be billed under this agreement.

Advanced Inventory for Aramark **Escambia County Jail FMV** **August.2019**

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	PEOPLES	WALG	TARGET	**AVG**	**NO TAX**	**FMV**
1000	**Acetaminophen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1489	**Allergy**	$1.28	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1041	**Antacid**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1018	**Ibuprofen - 2 pk**	$1.16	$ 1.19	$ 1.49		$ 1.25					$ 1.31		$ 1.31
1165	**Antibact Soap**	$1.23			$ 1.29		$ 1.10		$ 1.10		$ 1.16		$ 1.16
1035	**Baby Powder**	$2.26					$ 2.39		$ 1.79	$ 0.97	$ 1.72		$ 1.72
1085	Balsam Shampoo	$3.42					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1375	Bergamont	$2.56					$ 2.99	$ 1.59	$ 3.49		$ 2.69		$ 2.69
1408	Body Wash 8 oz.	$2.13					$ 1.99		$ 2.00	$ 0.99	$ 1.66		$ 1.66
1478	Bodyguard Deodorant	$3.69		$ 2.49			$ 3.49		$ 3.79		$ 3.26		$ 3.26
1046	Bodywash 12oz	$2.99					$ 2.39		$ 2.99	$ 2.39	$ 2.59		$ 2.59
1036	Cocoa Butter Cream	$4.06					$ 4.79		$ 4.49	$ 2.99	$ 4.09		$ 4.09
1404	Coconut Oil Conditioner	$3.82					$ 3.99		$ 3.99	$ 2.99	$ 3.66		$ 3.66
1032	Colgate Toothpaste	$2.09					$ 2.49		$ 1.79	$ 1.69	$ 1.99		$ 1.99
1186	**Comb**	$1.79			$ 0.99	$ 1.49	$ 1.79				$ 1.42		$ 1.42
1122	**Conditioner V05**	$2.16	$ 2.49	$ 1.99			$ 1.69				$ 2.06		$ 2.06
1005	Contact Lens Case	$2.23					$ 2.05		$ 3.99	$ 1.48	$ 2.51		$ 2.51
1400	Contact Lens Solution	$5.59					$ 5.79		$ 5.99	$ 5.79	$ 5.86		$ 5.86
1687	Dalan Cocoa Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1426	Dalan Shea Butter Soap	$1.23					$ 1.25		$ 1.20	$ 1.00	$ 1.15		$ 1.15
1150	Denture Adhesive	$5.46					$ 5.59		$ 5.29	$ 4.39	$ 5.09		$ 5.09
1053	Dial Roll-On Deodorant	$4.79					$ 4.19		$ 5.29	$ 4.39	$ 4.62		$ 4.62
1064	Freshscent Lady's Clear stick deo	$3.56		$ 2.49		$ 3.49	$ 3.39				$ 3.12		$ 3.12
1012	Hair Brush Club	$3.66					$ 3.99	$ 2.49	$ 4.49		$ 3.66		$ 3.66
1086	Hair Pick	$1.23					$ 2.69	$ 1.00	$ 1.16		$ 1.62		$ 1.62
1112	HairFood 4oz	$3.36					$ 3.29	$ 1.59	$ 3.49		$ 2.79		$ 2.79
1093	**Halls Cough Drops - Menthol**	$1.48	$ 1.29	$ 1.89		$ 1.69					$ 1.62		$ 1.62
1201	Lotion - Cocoa Butter 18oz	$3.93					$ 7.59		$ 7.49	$ 5.39	$ 6.82		$ 6.82
1063	Magic Shave Cream	$4.62					$ 4.69	$ 4.29	$ 4.99		$ 4.66		$ 4.66
1409	Efferdent - Each	$0.16		SINGLE SERVE ITEM									$ 0.16
1172	Hair Tie single	$0.25		SINGLE SERVE ITEM									$ 0.25
1213	Maxi Pad	$0.15		SINGLE SERVE ITEM									$ 0.15

HEALTH & BEAUTY													
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**NO TAX**	**FMV**
1082	Petroleum Jelly	$1.50				$ 2.79	$ 1.49	$ 1.99			$ 2.09		$ 2.09
1145	Right guard gel deodorant	$3.69			$ 3.99	$ 2.49	$ 3.89				$ 3.46		$ 3.46
1024	Shampoo - Dandruff 13.5 oz	$6.86					$ 6.99	$ 6.99		$ 5.99	$ 6.66		$ 6.66
1121	Shampoo V05	$2.16	$ 2.49			$ 1.99	$ 1.69				$ 2.06		$ 2.06
1422	Shave Cream	$2.39					$ 2.39	$ 1.79		$ 1.49	$ 1.89		$ 1.89
1027	**Soap - Irish Spring**	$1.23	$ 1.59		$ 1.29		$ 1.20				$ 1.36		$ 1.36

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1029	Soap Dish	$1.86					$ 1.89	$ 2.29		$ 1.09	$ 1.76		$ 1.76
1185	Styling Gel	$3.13					$ 2.99	$ 3.99		$ 2.99	$ 3.32		$ 3.32
1414	Tampon	$0.47		SINGLE SERVE ITEM									$ 0.47
1179	Toothbrush - Shorty	$0.22		SPECIALIZED ITEM									$ 0.22
1045	Toothpaste - Close Up	$1.99					$ 2.49	$ 1.79		$ 1.69	$ 1.99		$ 1.99
1267	**VO5 2IN1 Shampoo/Cond**	$2.16	$ 2.49		$ 2.29	$ 1.99	$ 1.69				$ 2.12		$ 2.12
1113	Cocoa Butter Lotion 4oz.	$2.19					$ 2.19	$ 3.99		$ 1.49	$ 2.56		$ 2.56
BEVERAGE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
3125	**Coffee - Maxwell House 3 oz.**	$ 4.88	$ 3.09		$ 4.79	$ 5.59					$ 4.49	$ 0.34	$ 4.83
3318	Hawaiian Green Berry 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3004	Coffee - Decaf Single Serving Sanka	$ 0.25		SINGLE SERVE ITEM									$ 0.25
3002	Coffee-Maxwellhouse Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3401	Creamer Pouch	$ 3.79		SPECIALIZED ITEM									$ 3.79
3137	Crystal Light Lemon Indv.	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3196	Crystal Light Strawberry	$ 0.69		SINGLE SERVE ITEM									$ 0.69
3046	French Vanilla Cappuccino	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3012	Hot Chocolate - Single Serving	$ 0.30		SINGLE SERVE ITEM									$ 0.30
3089	Mocha Cappuccino 1 oz.	$ 0.49		SINGLE SERVE ITEM									$ 0.49
3406	St. Street Columbian Coffee	$ 3.95	$ 4.79		$ 4.79	$ 5.59					$ 5.06	$ 0.38	$ 5.44
3150	Sugar Sub 100 ct Box	$ 3.99	$ 3.69					$ 5.99	$ 2.00		$ 3.89	$ 0.29	$ 4.19
3337	Hawaiian Red Punch 8ct	$ 2.88		SIZE NOT SOLD									$ 2.88
3338	Hawaiian Berry Blue 8ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3319	Hawaiian Wild Purple 8Ct.	$ 2.88		SIZE NOT SOLD									$ 2.88
3052	Drink mix Lemonade 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
3047	Drink Mix Fruit Punch 6oz.	$ 1.75		SINGLE SERVE ITEM									$ 1.75
BEVERAGE													
PLU	Item	Price											
3051	Drink Mix Tea 6oz	$ 1.75		SINGLE SERVE ITEM									$ 1.75
CANDY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CIRCLE K	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
9016	**Baby Ruth**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9003	**Butterfinger**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9023	**Kit Kat**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9007	**M&M Peanuts**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9009	**Milky way**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9101	**Nestle Crunch**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9011	**Reese Peanut Butter Cup**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9012	**Skittles**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9013	**Snickers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9022	**Starburst**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9001	**Three Musketeers**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52

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9015	**Twix**	$ 1.39	$ 1.19		$ 1.39	$ 1.39	$ 1.69				$ 1.42	$ 0.11	$ 1.52
9055	Sour Balls	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9062	All Stars	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9004	Butterscotch	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9030	Cinnamon Disk	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9002	Fire Balls - 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9006	Jolly Ranchers - Assrted 4 oz bag	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9054	Lemonhead	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9060	Starlight	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9017	Sugar Free Hard Candy	$ 0.99	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
9128	Chick O Sticks	$ 0.40	$ 0.89				$ 1.79	$ 0.89			$ 1.19	$ 0.09	$ 1.28
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	EXXON	CIRCLE K	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
6117	Jalapeno Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
6108	Crackers P.B.Cheese	$ 0.72	$ 0.59			$ 0.59	$ 0.99				$ 0.72	$ 0.05	$ 0.78
6058	Crunch-N-Munch Toffee	$ 2.53			SIZE NOT SOLD								$ 2.53
6207	Hot N Spicy Corn Chips 10 oz.	$ 3.79	$ 3.79			$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6245	Gardettos Original Mix	$ 1.01	$ 0.99		$ 0.89	$ 0.99					$ 0.96	$ 0.07	$ 1.03
6197	Sweet & Spicy Mix	$ 0.62	$ 0.89		$ 0.89	$ 0.99					$ 0.92	$ 0.07	$ 0.99
	CHIPS & SNACKS												
PLU	**Item**	**Price**	SHELL	EXXON	RACE	CIRCLE K	CVS	EXXON	WALG	TARGET	**AVG**	**TAX**	**FMV**
6049	Peanuts - Salted	$ 0.62	$ 0.59	$ 0.59	$ 0.59	$ 0.69					$ 0.62	$ 0.05	$ 0.66
6032	Snack Crackers	$ 2.84					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
4048	Vista Saltine Box	$ 2.75					$ 2.39	$ 2.89	$ 1.99		$ 2.42	$ 0.18	$ 2.61
6096	BBQ Corn Chips 10 oz.	$ 3.79	$ 3.79		$ 3.79	$ 3.79	$ 3.79				$ 3.79	$ 0.28	$ 4.07
6349	Crackers - Spicy Cheese	$ 0.72	$ 0.59		$ 0.59	$ 0.99					$ 0.72	$ 0.05	$ 0.78
6268	Buffalo Pretzel Bits	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
	CHIPS & SNACKS					SUBW1	SUBW2	SUBW3			**AVG**	**TAX**	**FMV**
6039	**Ruffles Cheddar & sour cream**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6009	**Nacho Doritos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6010	**Fritos Honey BBQ Twist**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6021	**Jalapeno Cheetos**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6000	**Doritos Sweet Chili**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6008	**Doritos Cool Ranch**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6004	**Lay's Salt & Vinegar**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6018	**Lay's Sour Cream & Onions**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6012	**BBQ Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6001	**Cheetos 2 oz.**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6002	**Cheetos Flamin Hot**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6031	**Chili Cheese Corn Chips**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
6026	**Chips - Regular**	$ 1.21				1.19	1.19	1.25			$ 1.21	$ 0.09	$ 1.30
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**

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4001	Beef & Cheese Stick	$ 1.99	$ 2.39		$ 1.99	$ 2.19					$ 2.19	$ 0.16	$ 2.35
4025	Beef Stew	$ 4.59	$ 4.29			$ 5.49	$ 3.89				$ 4.56	$ 0.34	$ 4.90
4000	Beef Stick	$ 1.49	$ 1.49			$ 1.49	$ 1.79				$ 1.59	$ 0.12	$ 1.71
4095	Hot Pepper Cheese Stick	$ 2.99		SPECIALIZED ITEM									$ 2.99
4003	Chicken Pouch	$ 3.75		SPECIALIZED ITEM									$ 3.75
4115	Chili Rice an Red Beans 4.4 oz	$ 2.14		SPECIALIZED ITEM									$ 2.14
4026	Chilli w/ Beans	$ 4.39		SPECIALIZED ITEM									$ 4.39
4501	Fish Steak	$ 2.68	$ 1.79			$ 2.09	$ 2.09				$ 1.99	$ 0.15	$ 2.14
4320	Flour Tortillas 10 ct	$ 2.49		SIZE NOT SOLD									$ 2.49
4057	Grits - Box	$ 5.88	$ 2.79				$ 4.99			$ 2.39	$ 3.39	$ 0.25	$ 3.64
4002	Cheese - Cheddar - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
4007	Cheese - Jalapeno - PC	$ 0.96		SPECIALIZED ITEM									$ 0.96
	FOOD												
PLU	**Item**	**Price**	SHELL	TOM	RACE	CIRCLE K	CVS	EXXON	TARGET	WALG	**AVG**	**TAX**	**FMV**
4193	Ranch Dressing PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4008	Jelly Grape - PC	$ 0.30		SINGLE SERVE ITEM									$ 0.30
4009	Mayo - PC	$ 0.79		SINGLE SERVE ITEM									$ 0.79
4011	Peanut Butter - PC	$ 0.69		SINGLE SERVE ITEM									$ 0.69
4091	Nacho Cheese Dip cup	$ 1.19		SINGLE SERVE ITEM									$ 1.19
4116	Instant Chili 4 oz	$ 1.77		SPECIALIZED ITEM									$ 1.77
4164	Jalapeno slices	$ 0.85		SINGLE SERVE ITEM									$ 0.85
4055	Oatmeal Maple& brown sugar	$ 4.90					$ 4.99		$ 2.39		$ 3.69	$ 0.28	$ 3.97
4151	**Pickle Dill**	$ 1.71	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4004	**Titos Hot Pickle**	$ 1.62	$ 1.79			$ 1.29		$ 1.79			$ 1.62	$ 0.12	$ 1.75
4262	Salsa Cups - Mild 3 oz	$ 1.43	$ 1.19	$ 1.19	$ 1.19						$ 1.19	$ 0.09	$ 1.28
4308	Sardines	$ 2.06	$ 1.79				$ 2.09	$ 2.09			$ 1.99	$ 0.15	$ 2.14
4013	**Ramen Soup - Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4014	**Ramen Soup - Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4015	**Ramen Soup - Chili**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4281	**Ramen Soup Cajun Chicken**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4016	**Ramen Soup Picante Beef**	$ 0.83	$ 0.69			$ 0.79	$ 0.69	$ 0.79			$ 0.74	$ 0.06	$ 0.80
4295	Salami 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4070	Spicy Meat & Cheese stick	$ 1.99	$ 2.39			$ 2.19		$ 2.29			$ 2.29	$ 0.17	$ 2.46
4292	Summer Sausage 5oz.	$ 2.79		SIZE NOT SOLD									$ 2.79
4293	Summer Sausage Jalapeno 5oz	$ 2.79		SIZE NOT SOLD									$ 2.79
4359	Tuna Fish	$ 2.17	$ 2.49				$ 1.79			$ 1.79	$ 2.02	$ 0.15	$ 2.18
	COOKIES & PASTRIES												
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5093	**Apple Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5094	**Banana Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5098	**Blueberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5064	**Cherry Cheese Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5005	**Chocolate Cupcakes**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85

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5025	**Big Texas Cinnamon Roll**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5353	**Cinnamon Swirl Bun**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5070	Grandma Brownie Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	SM	FAM $	TARGET	**AVG**	**TAX**	**FMV**
5024	Grandma Choc Chip Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5047	Grandma Oatmeal Raisin Cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5044	Grandma Peanut Butter cookies	$ 0.99	$ 0.99	$ 0.99	$ 0.99						$ 0.99	$ 0.07	$ 1.06
5133	**Honey Bun Jelly Swirl**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5091	**Honey Bun Jumbo Glazed**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5008	**Iced Honey Bun 6 oz**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5258	**Red Velvet Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5066	**Strawberry Danish**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5278	**Peanut Butter Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5104	**Vanilla Cupcake**	$ 1.59	$ 1.49			$ 1.89	$ 1.79				$ 1.72	$ 0.13	$ 1.85
5367	Duplex Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5161	Lemon Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5056	Peanut Butter Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5372	Strawberry Sandwich Cookies 5 oz	$ 0.96	$ 0.99	$ 0.99				$ 0.99			$ 0.99	$ 0.07	$ 1.06
5018	Vanilla Wafers 10 oz	$ 2.09		SIZE NOT SOLD									$ 2.09
5062	**Pop Tart Blueberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
5060	**Pop Tart Strawberry 2 pk**	**$ 1.12**	$ 1.09			$ 1.19	$ 1.00				$ 1.09	$ 0.08	$ 1.18
GENERAL MERCHANDISE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
7110	Batteries AA 1 each	$ 0.80		SSI								$ -	$ 0.80
7033	Crossword Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7027	Sudoko Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7003	Word Search Book	$ 3.66					$ 2.99	$ 2.99		$ 2.99	$ 2.99	$ 0.22	$ 3.21
7002	Ear Buds	$ 6.99					$ 9.99	$ 6.99		$ 6.99	$ 7.99	$ 0.60	$ 8.59
7099	Legal Pad - White	$ 1.99					$ 2.29	$ 1.50		$ 1.25	$ 1.68	$ 0.13	$ 1.81
7010	Playing Cards	$ 3.09	$ 2.89				$ 4.79			$ 2.99	$ 3.56	$ 0.27	$ 3.82
7383	Flex Pen Black	$ 0.47		SPECIALIZED ITEM									$ 0.47
7032	Eraser for Pencil	$ 0.20		SINGLE SERVE ITEM									$ 0.20
7023	Pocket Dictionary English	$ 2.99		SPECIALIZED ITEM									$ 2.99
7228	Pocket Dictionary Spanish	$ 2.99		SPECIALIZED ITEM									$ 2.99
7011	Radio w/earbuds	$ 41.75		SPECIALIZED ITEM									$ 41.75
7076	Reading Glasses 1.00	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7077	Reading Glasses 1.25	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
7039	Reading Glasses 1.50	$ 9.99						$ 9.99	$ 6.00	$ 9.99	$ 8.66	$ 0.65	$ 9.31
GENERAL MERCHANDISE													
PLU	Item	Price	CVS	WALGREENS	FAM $	TARGET					**AVG**	**TAX**	**FMV**
7078	Reading Glasses 1.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7040	Reading Glasses 2.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31

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7079	Reading Glasses 2.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7041	Reading Glasses 2.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7080	Reading Glasses 2.75	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7042	Reading Glasses 3.00	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7081	Reading Glasses 3.25	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7120	Reading Glasses 3.50	$ 9.99	$ 9.99	$ 9.99	$ 6.00						$ 8.66	$ 0.65	$ 9.31
7016	Tumbler w/Lid	$ 0.70		SPECIALIZED ITEM									$ 0.70
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	WALGREENS	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8000	**Boxers - 2X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8001	**Boxers - 3X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8003	**Boxers - Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8004	**Boxers - Medium**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8005	**Boxers - Small**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8006	**Boxers - X Large**	$ 3.95	$ 3.99	$ 3.99					$ 3.88		$ 3.95	$ 0.30	$ 4.25
8418	Clogs Sz 10	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8419	Clogs Sz 11	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8420	Clogs Sz 12	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8421	Clogs Sz 13	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8422	Clogs Sz 14	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8423	Clogs Sz 15	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8412	Clogs Sz 4	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8413	Clogs Sz 5	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8414	Clogs Sz 6	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8415	Clogs Sz 7	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8416	Clogs Sz 8	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8417	Clogs Sz 9	$ 11.99						$ 10.00	$ 10.00	$ 14.99	$ 11.66	$ 0.87	$ 12.54
8088	Panties - 10	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8087	Panties - 6	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8020	Panties - 7	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8021	Panties - 8	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
CLOTHING													
PLU	**Item**	**Price**	SHELL	SM	RACE	EXXON	CVS	$ GENERAL	FAM $	TARGET	**AVG**	**TAX**	**FMV**
8022	Panties - 9	$ 3.61					$ 4.16	$ 3.00		$ 3.49	$ 3.55	$ 0.27	$ 3.82
8012	**Shorts Blue 2X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8411	**Shorts Blue 4X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8013	**Shorts Blue Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8014	**Shorts Blue Medium**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8015	**Shorts Blue X-Large**	$ 10.00						$ 7.00	$ 6.00	$ 12.99	$ 8.66	$ 0.65	$ 9.31
8036	Socks	$ 1.79							$ 6.00		$ 6.00	$ 0.45	$ 6.45
8109	Sports Bra size 32	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8007	Sports Bra size 34	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8008	Sports Bra size 36	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46

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8009	Sports Bra size 38	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8010	Sports Bra size 40	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8011	Sports Bra size 42	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8353	Sports Bra size 44	$ 11.76					$ 13.79		$ 4.00	$ 16.99	$ 11.59	$ 0.87	$ 12.46
8052	**Thermal Bottom - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8053	**Thermal Bottom - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8054	**Thermal Bottom - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8050	**Thermal Bottom - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8049	**Thermal Bottom - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8051	**Thermal Bottom - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8058	**Thermal Top - 2XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8059	**Thermal Top - 3XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8060	**Thermal Top - 4XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8056	**Thermal Top - Large**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8055	**Thermal Top - Medium**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8057	**Thermal Top - XLarge**	$ 8.66	$ 8.99	$ 8.99		$ 8.99					$ 8.99	$ 0.67	$ 9.66
8047	T-Shirts - XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8048	T-Shirts - 2XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8042	T-Shirts - 3XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8043	T-Shirts - 4XLarge	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8044	T-Shirts - Large	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8045	T-Shirts - Medium	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
8046	T-Shirts - Small	$ 5.49	$ 4.99	$ 5.99		$ 5.99					$ 5.66	$ 0.42	$ 6.08
Indigent Kits													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
7287	Indigent Supply (1 Time Only)	$ 4.49		SPECIALIZED ITEM									$ 4.49
2714	Indigent Resupply (14 Day)	$ 3.84		SPECIALIZED ITEM									$ 3.84
2715	Indigent Resupply (60 Day)	$ 4.56		SPECIALIZED ITEM									$ 4.56
POSTAGE													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2001	Stamped Envelope	$ 0.73		SINGLE SERVE ITEM									$ 0.73
PHONE TIME													
PLU	Item	Price									**AVG**	**TAX**	**FMV**
2049	Phone Time	$ 1.00		SPECIALIZED ITEM									$ 1.00

JAIL ADDRESS:
Escambia County Jail
1700 W Leonard St
Pensacola, FL 32501

Stores Visited:
Circle K - 4450 Bayon Blvd, Pensacola, FL 32503

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Smart Mart - 1412 W. Fairfeld Dr, Pensacola, FL 32503
Exxon - 2800 W Fairfield Dr, Pensacola, FL 32503
Target - 4711 Bayou Blvd, Pensacola, FL 32505
Raceway - 2741 W Fairfield Dr, Pensacola, FL 32505
Shell - 3900 N. Davis Hwy, Pensacola, FL 32503
Wallgreens - 85 Beverly Pkwy, Pensacola, FL 32505
People's Beauty Supply - 3886 N 9th Ave, Pensacola, FL 32503
CVS - 3880 N. 9th Ave, Pensacola, FL 32503
Family Dollar - 1817 W Fairfield Dr, Pensacola, FL 32505
Subway 1 - 3101 N. Pace Blvd, Pensacola, FL 32505
Subway 2 - 5007 N. Davis Hwy, Pensacola, FL 32505
Subway 3 - 120 Chiefs Way, Pensacola, FL 32507
Dollar General 6601 N. Davis Hwy, Pensacola, FL 32504

Store Item List

Prices Exclude Sales Tax
10/11/2019

Print Name _____ Cell# _____ Inmate# _____

Item #	Qty.	Description	Limit	Price
**** Personal Care ****				
* 0001	____	BALSAM PROTEIN SHAMPOO 4 OZ	2	$1.20
0002	____	BALASM PROTEIN CONDITIONER 4 OZ	2	$1.20
0102	____	POWER UP A/P DEODORANT EXTREME 2.5 OZ	2	$2.54
* 0106	____	POWER UP A/P DEODORANT FOR WOMEN 2 OZ	1	$2.68
* 0200	____	NEWDAY BABY POWDER 4OZ	1	$2.00
0205	____	CRAWFORD BABY OIL 4 OZ	2	$1.80
* 0210	____	CRAWFORD SKIN CARE LOTION 4OZ	2	$1.65
* 0212	____	DAILY BODY LOTION COCONUT LIME ALOE 15OZ	1	$3.25
0214	____	COCOA/SHEA BUTTER BODY LOTION 15OZ	1	$3.25
* 0270	____	CHAPSTICK REGULAR .15OZ	1	$2.35
0320	____	MAGIC SHAVE_SHAVE CREAM_REGULAR_6 OZ	1	$3.22
0331	____	PRO-TECTION SHAVE CREAM 7 OZ	1	$2.40
* 0335	____	SEA ALGAE EXTRACTS BOBY WASH 15 OZ	1	$2.43
* 0336	____	DEEP SEA MINERALS BODY WASH 15 OZ	1	$2.43
* 0355	____	THICK SHAMPOO ALOE/GINSENG 15 OZ	1	$3.20
* 0357	____	DAILY SHAMPOO ECUALYPTUS MINT 15 OZ	1	$3.20
* 0358	____	HYDRATING CONDITIONER ALMOND/ SHEA 15 OZ	1	$3.20
* 0361	____	3N1 COCONUT LIME 15 OZ	1	$3.20
* 0362	____	DANDRUFF SHAMPOO ALMOND/SHEA 15 OZ	1	$4.20
* 0363	____	FIRM HOLD STYLE GEL ALOE 15 OZ	1	$3.40
* 0367	____	ADVANCED THERAPY BODY LOTION W/SHEA 15 OZ	1	$3.30
0397	____	NEXT1 COCOA BUTTER BAR SOAP 5 OZ	2	$1.50
* 0400	____	IRISH SPRING SOAP 3.2 OZ	2	$1.35
* 0412	____	DIAL SOAP 3.5OZ	2	$1.26
0424	____	NEXT 1_SOAP_MOISTURIZING BAR_5 OZ	2	$1.46
* 0490	____	HINGED SOAP DISH	1	$1.35
0520	____	COLGATE REGULAR FLVR TOOTHPASTE 2.5 OZ	1	$2.60
0530	____	COOL WAVE CLEAR TOOTHPASTE 4 OZ	1	$2.45
0580	____	TOOTHBRUSH HOLDER (TWO PIECE)	1	$0.60
0590	____	DENTURE TABLET 40CT	2	$3.72
* 0595	____	EFFERGRIP CREAM 2.5 OZ TUBE	1	$4.76
* 0596	____	DENTURE BATH	1	$3.05
* 0710	____	PLAYTEX UNSCENTED TAMPONS 18 CT	2	$7.55
0815		MILITARY HAIR BRUSH (NO HANDLE)	1	$2.30
**** Clothing ****				
* 1450	____	SM. SHOWER SHOE		$1.65
* 1451	____	MED. SHOWER SHOE		$1.65
* 1452	____	LG. SHOWER SHOE		$1.65
* 3533	____	2XL CROSS STRAP FLIP FLOP		$1.65
* 1505	____	MED MENS CREWNECK T-SHIRT	UL	$5.80
* 1506	____	LG MENS CREWNECK T-SHIRT	UL	$5.80
* 1507	____	XLG MENS CREWNECK T-SHIRT	UL	$5.80
* 1508	____	2XL MENS CREWNECK T-SHIRT	UL	$6.65
* 1509	____	3XL MENS CREWNECK T-SHIRT	UL	$6.65
* 1514	____	SM MEN BRIEFS	5	$2.62
1515	____	MED MEN BRIEFS	5	$2.62
1516	____	LG MEN BRIEFS	5	$2.62
1517	____	XL MEN BRIEFS	5	$2.62
1518		2XLMEN BRIEFS	5	$2.62

**** ALL ORDERS MUST BE SIGNED TO BE PROCESSED ****

**** ALL SALES ARE FINAL, AND PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**** *Items with asterisk are the only items an inmate in confinement will be able to order.***

Damages or shortages must be identified upon delivery to you. If you are released or transferred

(3 - days) to claim that order. Orders left beyond that time will be forfeited. By signing below, I a
orders and I authorize funds to be deducted from my trust fund account to pay.

Signature _____

Item #	Qty.	Description	Limit	Price
**** Clothing Cont.****				
* 1519	____	3XL MEN BRIEFS	5	$3.36
* 1529	____	BOXER__SMALL__EA_WHITE_MENS	5	$3.68
* 1530	____	BOXER__MEDIUM__EA_WHITE_MENS	5	$3.68
* 1531	____	BOXER__LARGE__EA_WHITE_MENS	5	$3.68
* 1532	____	BOXER__XL__EA_WHITE_MENS	5	$3.68
* 1533	____	BOXER__2XL__EA_WHITE_MENS	5	$3.89
* 1534	____	BOXER__3XL__EA_WHITE_MENS	5	$3.89
* 1540	____	SOFT TOUCH_SOCKS_TUBE #350_WHITE	5	$2.10
* 1552	____	SHIRT_THERMAL_LARGE_NATURAL	5	$8.33
* 1553	____	SHIRT_THERMAL_XL_NATURAL	5	$8.33
* 1554	____	SHIRT_THERMAL_2XL_NATURAL	5	$8.33
* 1555	____	SHIRT_THERMAL_3XL_NATURAL	5	$8.33
* 1556	____	SHIRT_THERMAL_4XL_NATURAL	5	$8.33
* 1561	____	DRAWERS_THERMAL_MEDIUM_NATURAL	5	$8.33
* 1562	____	DRAWERS_THERMAL_LARGE_NATURAL	5	$8.33
* 1563	____	DRAWERS_THERMAL_XL_NATURAL	5	$8.33
* 1564	____	DRAWERS_THERMAL_2XL_NATURAL	5	$8.33
* 1565	____	DRAWERS_THERMAL_3XL_NATURAL	5	$8.33
* 1567	____	DRAWERS_THERMAL_4XL_NATURAL	5	$8.33
* 1600	____	BRA SIZE 34A		$6.05
* 1601	____	LESLIE SCOTT BRA - 34B	5	$6.30
* 1602	____	LESLIE SCOTT BRA - 36B	5	$6.30
* 1603	____	BRA SIZE 38B	5	$6.30
* 1604	____	BRA SIZE 40C	5	$6.30
* 1606	____	BRA SIZE 44D	5	$6.30
* 1609	____	BRA SIZE 36C	5	$6.30
* 1611	____	BRA SIZE 38D	5	$6.30
* 1614	____	BRA SIZE 34C	5	$6.30
* 1615	____	LESLIE SCOTT BRA - 34D	5	$6.30
* 1618	____	LESLIE SCOTT BRA -42B	5	$6.30
* 1625	____	SPORTS BRA SMALL	5	$7.83
* 1626	____	SPORTS BRA MEDIUM	5	$7.83
* 1627	____	SPORTS BRA LARGE	5	$7.83
* 1628	____	SPORTS BRA XLARGE	5	$7.83
* 2978	____	SPORTS BRA 4XL	5	$7.83
* 1650	____	HANES_BRIEF__SZ 6_WHITE_WOMENS	5	$3.80
* 1651	____	HANES_BRIEF__SZ 8_WHITE_WOMENS	5	$3.80
* 1652	____	HANES_BRIEF__SZ 10_WHITE_WOMENS	5	$3.80
* 1653	____	HANES_BRIEF__SZ 11_WHITE_WOMENS	5	$3.80
* 1721	____	RAWLING'S VELCRO TENNIS SHOE SZ 6	1	$33.62
* 1736	____	RAWLING'S VELCRO TENNIS SHOE SZ 6.5	1	$33.62
* 1751	____	RAWLING'S VELCRO TENNIS SHOE SZ 7	1	$33.62
* 1752	____	RAWLING'S VELCRO TENNIS SHOE SZ 7.5	1	$33.62
* 1753	____	RAWLING'S VELCRO TENNIS SHOE SZ 8	1	$33.62
* 1754	____	RAWLING'S VELCRO TENNIS SHOE SZ 8.5	1	$33.62
* 1853	____	RAWLING'S VELCRO TENNIS SHOE SZ 9	1	$33.62
* 1757	____	RAWLING'S VELCRO TENNIS SHOE SZ 9.5	1	$33.62
* 1854	____	RAWLING'S VELCRO TENNIS SHOE SZ 10	1	$33.62
* 1758	____	RAWLING'S VELCRO TENNIS SHOE SZ 10.5	1	$33.62
* 1759	____	RAWLING'S VELCRO TENNIS SHOE SZ 11	1	$33.62
* 1855	____	RAWLING'S VELCRO TENNIS SHOE SZ 11.5	1	$33.62
* 1856	____	RAWLING'S VELCRO TENNIS SHOE SZ 12	1	$33.62
* 1761	____	RAWLING'S VELCRO TENNIS SHOE SZ 13	1	$33.62
* 1857	____	RAWLING'S VELCRO TENNIS SHOE SZ 14	1	$33.62
* 1763	____	RAWLING'S VELCRO TENNIS SHOE SZ 15	1	$33.62
8028	____	RAWLING'S WOMENS SHOE SZ 5	1	$33.62

Item #	Qty.	Description	Limit	Price
**** Clothing Cont.****				
* 8029	____	RAWLING'S WOMENS SHOE SZ 5.5	1	$38.25
* 8030	____	RAWLING'S WOMENS SHOE SZ 6	1	$38.25
* 8031	____	RAWLING'S WOMENS SHOE SZ 6.5	1	$38.25
* 8061	____	RAWLING'S WOMENS SHOE SZ 7	1	$38.25
* 8079	____	RAWLING'S WOMENS SHOE SZ 7.5	1	$38.25
* 8089	____	RAWLING'S WOMENS SHOE SZ 8	1	$38.25
* 8090	____	RAWLING'S WOMENS SHOE SZ 8.5	1	$38.25
* 8105	____	RAWLING'S WOMENS SHOE SZ 9	1	$38.25
* 8106	____	RAWLING'S WOMENS SHOE SZ 9.5	1	$38.25
* 8118	____	RAWLING'S WOMENS SHOE SZ 10	1	$38.25
* 8158	____	RAWLING'S WOMENS SHOE SZ 11	1	$38.25
* 8161		RAWLING'S WOMENS SHOE SZ 12	1	$38.25
**** Medical Supplies ****				
* 0250	____	HYDROCORTISONE CREAM_MAX STRENGTH 1%_1 OZ	1	$3.55
* 0251	____	ATHLETE FOOT CREAM .5 OZ	1	$3.25
* 0581	____	NON ASPIRIN XSTRENGTH 2PK	5	$0.80
* 0583	____	IBUPROFEN TABLETS 200MG	5	$0.80
* 0598	____	ORAL PAIN RELIEF_GEL MAX STRENGTH_.33 OZ	1	$3.20
* 0652	____	TRIPLE ANTIBIOTIC OINTMENT 1 OZ	1	$3.90
* 0671	____	GEN CGH DROPS-CHRY 30/CT		$1.60
* 0675	____	HALLS_COUGH DROPS_MENTHOLYPTUS_20 CT	2	$1.56
* 0700		MASSENGILL_DOUCHE_VINEGAR & WATER_4.5 OZ	1	$2.52
**** Writing Supplies / Misc. ****				
* 1001	____	LARGE STAMPED ENVELOPE	20	$0.76
* 1015	____	NO CLASP ENVELOPE 9 1/2 X	5	$0.33
* 0897	____	ONE FIRST CLASS POSTAGE STAMP	20	$0.50
1056	____	ADDRESS BOOK (SMALL)	1	$1.55
* 1060	____	(PAD) 8 1/2" X 11" WHITE (50 SHEETS)	UL	$1.76
1068	____	SECURITY PEN	1	$0.30
1070	____	(PAD) SKETCH PAD 8 1/2" X 11" (WHITE)	1	$2.70
1081	____	EAGLE COLORED PENCILS (SET OF 12)	1	$2.96
1086	____	WEBSTER II POCKET DICTIONARY	1	$4.15
1101	____	JUVENILE BIRTHDAY CARD	5	$2.16
1102	____	SYMPATHY CARDS	5	$2.16
1103	____	BIRTHDAY CARD	5	$2.16
1104	____	GET WELL CARD	5	$2.16
1109	____	FRIENDSHIP CARD	5	$2.16
1115	____	ANNIVERSARY CARD	5	$2.16
1120	____	THANK YOU CARD	5	$2.16
1121	____	SEASONAL GREETING CARD	5	$2.16
1123	____	SPANISH BIRTHDAY CARD	5	$2.16
1124		SPANISH FRIENDSHIP CARD	5	$2.16
1200		AAA ION3 BATTERIES 4 PK	1	$5.00
1210	____	AA ION3 BATTERIES 4 PK	1	$5.00
1249	____	GPX CLEAR R2825CLR WALKMAN	1	$26.00
1231	____	KOSS HEADPHONE-HP6	1	$9.75
1255	____	KOSS STEALTH BLACK EARBUD/KEB 4	1	$5.30
1300	____	AVIATOR U.S. POKER PLAYING CARDS	1	$2.49
1305	____	AVIATOR U.S. PINOCHLE PLAYING CARDS	1	$2.49
1315	____	CHESS SET WITH BOARD	1	$6.30
1320	____	CHECKER SET WITH BOARD	1	$5.54
1400	____	CEREAL BOWL WITH LID HOLDS	1	$1.20
1412	____	INSULATED MUG W/ LID	1	$3.00
1415	____	TUMBLER W/ LID	1	$0.85
9800	____	INDIGENT PACK (Indigent inmates only)	1	$1.64
9802	____	SECURITY PEN	1	$0.30
9888	____	COPY OF ACCOUNT	1	$1.05
9889	____	PHONE TIME- $1.00		$1.00
9890	____	PHONE TIME- $5.00		$5.00

Store Item List

Prices Exclude Sales Tax
10/10/2019

7.30.18

Item #	Qty.	Description	Limit	Price
		**** Cookies/ Food / Snacks ****		
2664		VELVEETA MACARONI & CHEESE 3 OZ	5	$1.75
2666		VELVEETA CHEESY RICE 2OZ	5	$1.25
2667		VELVEETA SPICY CHEESY RICE 2 OZ	5	$1.25
2668		VELVEETA CHEESY REFRIED BEANS 4 OZ	5	$1.65
2669		VELVEETA SPICY REFRIED BEANS 4 OZ	5	$1.65
2670		VELVEETA SPICY BEANS & RICE 4 OZ	5	$1.65
2725		FROSTED BROWN SUGAR CINNAMON POP TARTS		$1.15
2737		FRITOS CHILI CHEESE 2 OZ.	5	$1.20
3004		ZIPPY CAKE PEANUT BUTTER CRÈME 6 OZ	2	$1.15
3010		Grandma's Chocolate Chip Cookie 2.5 oz		$1.00
3015		Grandma's Oatmeal Raisin Cookie 2.5 oz		$1.00
3020		OREO COOKIES 2.4 OZ	5	$0.99
3030		ZIPPY CAKE VANILLA CRÈME COOKIES 6 OZ	2	$1.15
3031		ZIPPY CAKE ORANGE PINEAPPLE COOKIES 6 OZ	2	$1.15
3035		ZIPPY CAKE CHOCOLATE CHIP COOKIES 6 OZ	2	$1.15
3040		ZIPPY CAKE ICED OATMEAL COOKIES 6 OZ	2	$1.15
3045		ZIPPY CAKE DUPLEX CRÈME COOKIES 6 OZ	2	$1.15
3111		GOLDEN VALLEY SALTINE CRACKERS (ONE SLEEVE)	2	$1.75
3126		GILDA_CRACKERS_CUBAN_3 OZ	2	$1.00
3192		ZIPPY CAKE_CAKE_CREAM CHEESE_4 OZ	4	$1.50
3193		KELLOGGS_POP TARTS_STRAWBERRY_2 PK	5	$1.15
3196		CHERRY CHEESE DANISH 4.25 OZ	5	$1.69
3200		BANANA MOON PIE 2.75 OZ	10	$0.96
3205		CHOCOLATE MOON PIE 1.75 OZ	10	$0.96
3219		AUSTIN CHEESE/CHEESE CRACKERS 1.38OZ	10	$0.77
3222		AUSTIN TOASTED PB CRACKERS 1.38OZ	10	$0.77
3223		AUSTIN_SANDWICH CRACKERS_PB ON CHEESE	10	$0.77
3230		ZIPPY CAKE_PEANUT BUTTER WAFER_2PK	5	$0.90
3231		ZIPPY CAKE YUM YUM (OATMEAL CRÈME PIE) 1.3OZ	20	$0.49
3236		2/PK SWISS ROLLS 2 OZ	10	$0.89
3243		SANDWICH CRACKERS_PEANUT BUTTER & JELLY	10	$0.77
3245		ZIPPY CAKE D-DUNX (DUNKIN STICK) 1.7OZ	10	$0.82
3248		ICED CINNAMON SWIRL 4 OZ	5	$1.60
3260		SNACK CAKE_CINNAMON COFFEE CAKE_4 OZ	5	$1.47
3261		HONEY BUN_MEGA (BUNEEZ)_4.75 OZ	5	$1.45
3270		CHOCOLATE CRÈME CUPCAKES 2PK	5	$1.65
3274		ICED HONEY BUN 6 OZ	5	$1.50
3309		RICE KRISPIE TREATS 1.6 OZ	5	$0.98
4185		APPLE DANISH 4.25 OZ	5	$1.60
4430		BLUEBERRY CHEESE DANISH 4.25 OZ	5	$1.60
4431		STRAWBERRY CHEESE DANISH 4.25 OZ	5	$1.60
6000		CHICKEN RAMEN 3 OZ	5	$0.86
6001		SHRIMP RAMEN 3OZ	5	$0.86
6003		CAJUN SHRIMP 3 OZ.	5	$0.86
6004		TEXAS BEEF RAMEN 3 OZ	5	$0.86
6005		CHILI RAMEN 3 OZ	5	$0.86
		**** Cookies/ Food / Snacks Cont. ****		
6007		CAJUN CHICKEN RAMEN 3 OZ.	5	$0.86
6011		HOT & SPICY VEG RAMEN	5	$0.86
6079		MOON LODGE THE WHOLE SHABANG CHIPS 1.5 OZ	5	$1.15
6105		MOON LODGE BBQ POTATO CHIPS 1.5 OZ	5	$1.15
6111		CACTUS ANNIE HOT CORN CHIP 1.5 OZ	5	$1.15
6114		ANDY CAPPS HOT FRIES .85 OZ	5	$1.00
6116		CACTUS ANNIE CHEESE PUFF 2 OZ	5	$1.15
6117		CACTUS ANNIE CHEESE CRUNCHY 11 OZ	2	$3.55
6125		MOON LODGE HOT POTATO CHIP1.5 OZ	5	$1.15
6126		MOON LODGE_POTATO CHIPS_SOUR CREAM & ONION_1.5 OZ	5	$1.15
6127		CACTUS ANNIE HOT PORK RINDS 2 OZ	5	$1.35
6134		MOON LODGE CARAMEL CORN 3.53 OZ	5	$1.50
6153		POTATO CHIPS_BUFFALO WING BLUE CHEESE_1.5 OZ	5	$1.15
6154		DORITOS NACHO FLAVOR 1.75 OZ	5	$1.20
6159		CHEETOS FLAMIN HOT 1.75 OZ	5	$1.20
6167		CHEETOS 2 OZ	5	$1.20
6172		BRUSHY CREEK CHILI NO BEANS 11.25 OZ	5	$2.75
6173		BRUSHY CREEK CHILI W/BEANS 11.25 OZ	5	$2.75
6176		BRUSHY CREEK BEEF STEW 11.25 OZ	5	$2.75
6212		SPICY CAJUN MIX 3.5 OZ	5	$1.75
6217		BARCELONA_DRIED FRUIT BLEND_TROPICAL_4 OZ	5	$1.75
6218		MOON LODGE_POPCORN_JALAPENO CHEDDAR_5 OZ	5	$2.90
6349		CACTUS ANNIE PARTY MIX 11 OZ	3	$3.20
6400		CHEWY CHOC CHIP GRANOLA BAR .084 OZ	10	$0.99
6520		APPLE CINNAMON INSTANT OATMEAL (PACKET)	20	$0.75
2438		MAPLE BROWN SUGAR INSTANT OATMEAL (PACKET)	20	$0.75
6600		6CT CACTUS ANNIE FLOUR TORTILLA 8 OZ	2	$2.05
6606		MOON LODGE ROASTED & SALTED PEANUT 1.75 OZ	10	$0.88
6607		MOON LODGE "HOT" "HOT" "HOT" PEANUTS 1.75OZ	10	$0.88
6610		GOLDEN VALLEY_BAGEL_PLAIN_4 Oz	10	$1.25
6612		GOLDEN VALLEY_BAGEL_CINNAMON RAISIN_4 OZ	10	$1.40
6826		FRESH CATCH CHUNKLIGHT TUNA/WATER 4.23 OZ	5	$2.48
		**** MEATS ****		
2615		SUMMER SAUSAGE_REGULAR_1.625 OZ	5	$1.70
2622		SUMMER SAUSAGE_HOT & SPICY_3 OZ	5	$2.30
2623		SUMMER SAUSAGE_REGULAR_3 OZ	5	$2.30
2624		TURKEY SUMMER SAUSAGE_HONEY BROWN SUGAR _5 OZ	5	$3.87
		**** Beverages ****		
2006		NESCAFE TASTERS CHOICE_COFFEE_DECAF STICK	20	$0.50
2010		KEEFE 4 OZ INSTANT COFFEE	2	$3.85
2011		KEEFE DECAF COFFEE 3 OZ	2	$4.25
2015		KEEFE FREEZE DRIED COLOMBIAN COFFEE 3 OZ	2	$4.55
2017		MAXWELL HOUSE COFFEE 4OZ	2	$5.00
2070		KEEFE SINGLE SERVE HOT COCOA	20	$0.60
2081		SINGLE SERVING SUGAR PACK	40	$0.10
2082		KEEFE_CREAMER_NON-DAIRY_.105 OZ	40	$0.12
2188		DRINK MIX_SWEET FUSION TEA W/ LEMON_.47 OZ	20	$0.85
2189		LEMONADE _SWEET FUSION SINGLES TO GO_1.89 OZ	20	$0.85
2190		DRINK MIX_SWEET FUSION STRAWBERRY LEMONADE_.80 (	20	$0.85
2193		DRINK MIX_SWEET FUSION ORANGE_8 CT.	2	$3.60
2214		SWEETMATE PINK MIX PACK OF 10	4	$0.80
2284		DRINK MIX_SWEET FUSION RASPBERRY LEMONADE_.63 OZ	20	$0.85
2285		DRINK MIX_SWEET FUSION BERRY LIMEADE BLAST_8 CT.	2	$3.80
2300		TANG BREAKFAST DRINK MIX 6 OZ	2	$2.00
		**** Condiments ****		
2596		MADE W/PHILLY_CREAM CHEESE_W/JALAPENOS_2 OZ	5	$1.60
4056		SQUEEZE PEANUT BUTTER	20	$1.30
6412		SQUEEZ-UMS JELLY 1 OZ	20	$0.55
6428		CACTUS ANNIE CHEDDAR SQUEEZE SNACK 2 OZ	5	$1.19
6445		VELVEETA NACHO CHEESE DIP W/JALAPENO 4 OZ	3	$1.65
6429		CACTUS ANNIE JALAPENO SQUEEZE SNACK 2 OZ	5	$1.19
		**** Candy ****		
4000		M & M PLAIN 1.69 OZ	5	$1.52
4001		M & M PEANUT 1.74 OZ	5	$1.52
4010		SNICKERS BAR 2.07 OZ	5	$1.52
4030		ZERO BAR 1.85 OZ	5	$1.52
4031		TWIX 1.79 OZ	5	$1.52
4032		THREE MUSKETEER BAR 2.13 OZ	5	$1.52
4035		REESES PEANUT BUTTERB CUP 1.5 OZ	5	$1.52
4039		KIT KAT 1.5 OZ	5	$1.52
4040		SKITTLES 2.17 OZ	5	$1.52
4100		BUTTERSCOTCH 4.25 OZ	5	$0.99
4110		LEMON DROPS 4.25 OZ	5	$0.99
4120		ROOTBEER BARRELS 4.25OZ	5	$0.99
4135		JOLLY RANCHER ASSORTED 3.7 OZ	5	$1.70
4146		ATOMIC FIRE BALLS 3OZ	5	$0.99
4150		SOUR FRUIT BALLS 4.25OZ	5	$0.99
4151		NOW & LATERS ASSORTED 3.2 OZ	5	$0.99
4152		DIGBY'S ALLSTARS 3.75OZ	5	$0.99
4155		SUGAR-FREE WILD FRUIT 1.7 OZ	5	$0.99

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17593 **County Administrator's Report 14. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Agreement for OLF-8 Master Plan (PD 17-18.105)
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for the OLF-8 Master Plan (PD 17-18.105) with DPZ CoDESIGN, LLC - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind the Board's previous action of December 5, 2019, to approve and authorize the County Administrator to execute, subject to Legal sign-off, the Agreement between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of $1,159,757, expenses not-to-exceed (NTE) $75,000, and optional services NTE $88,750;

B. Waive any potential conflict of interest relating to subconsultant, Weitzman Associates; and

C. Approve and authorize the County Administrator to execute the final Agreement for Professional Consulting Services between Escambia County and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of $1,159,757, expenses NTE $75,000, and optional services NTE $88,750, to include a provision acknowledging the Consultant's disclosure of a potential conflict of interest relating to subconsultant, Weitzman Associates.

Vendor/Contractor	Amount	Contract Number

Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)	$1,323,507 Less $60,000 for optional Land Valuation/Appraisal	PD 17-18.105

BACKGROUND:

On December 5, 2019, the Board approved, subject to Legal sign-off, and authorized the County Administrator to execute the Standard Form Agreement for Consulting Services (Form H) between Escambia County, Florida, and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan, for a base rate of $1,159,757, expenses not-to-exceed (NTE) $75,000, and optional services NTE $88,750.

Following the Board's approval, the County Attorney's Office prepared the final Agreement based upon the Standard Form Agreement for Consulting Services. At the Consultant's request, the Agreement includes a provision concerning a potential conflict of interest relating to subconsultant, Weitzman Associates, who will be serving on the Consultant's project team. As stated in correspondence dated July 15, 2019, Weitzman Associates is presently engaged on a project located within two miles of the subject property involving a multi-family rental housing and retail space development. The scope of work includes a marketability study, focus groups and survey research.

Paragraph 8.4 of the proposed Agreement with DPZ CoDESIGN, LLC, includes a provision acknowledging the Consultant has disclosed the potential conflict of Weitzman Associates by letter to the County dated July 15, 2019, and the County hereby approves proceeding with Weitzman Associates in its current role on the team notwithstanding such potential conflict.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)	$1,323,507 Less $60,000 for optional Land Valuation/Appraisal	PD 17-18.105

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Professional Consulting Services was prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

Attachments

Agreement

PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS
FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

DPZ CoDESIGN, LLC

FOR

PD 17-18.105, OLF-8 MASTER PLAN

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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and DPZ CoDESIGN, LLC, a Florida for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 20-2563570, and whose principal address is 1023 Southwest 25th Avenue, Miami, Florida 33135.

WITNESSETH:

WHEREAS, on March 11, 2019, the County issued a Request for Letters of Interest for the "OLF-8 Master Plan," Specification No. P.D. 17-18.105; and

WHEREAS, Consultant is a firm with expertise in the area of providing consulting services for Master Planning; and

WHEREAS, the County is in need of a consultant to provide such services to create a Master Plan for a parcel identified as the Outlying Landing Field Eight ("OLF-8").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
PREAMBLE

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

1.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SCOPE OF WORK

2.1 The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. P.D. 17-18.105, OLF-8 Master Plan, and as represented in the Consultant's Letter of Interest response to P.D. 17-18.105, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

2.2 The Scope of Services is set forth in **Exhibit A**, attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed by the Consultant in accordance with the standard care in the profession at the time such services are rendered.

2.3 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work attached hereto as **Exhibit A** and any other services specifically included therein.

2.4 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The schedule for completion of the Consultant's services shall be in accordance with **Exhibit B**, which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in **Exhibit C**, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges is to be paid as follows: A Base Rate of One Million, One Hundred Fifty-Nine

Thousand, Seven Hundred Fifty-Seven Dollars ($1,159,757), a Not to Exceed Amount of Seventy-Five Thousand Dollars ($75,000) for Expenses and a Not to Exceed Amount of Eight-Eight Thousand Seven Hundred Fifty Dollars ($88,750) for Optional Services. Final payment will be subject to approval by the Board of County Commissioners.

4.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in **Exhibit C** for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

4.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

6.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

6.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

6.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 7
CONSULTANT'S RESPONSIBILITIES

7.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as

the result of the failure of the Consultant to provide an accurate, more efficient product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for, the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 8
GENERAL PROVISIONS

8.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

8.2. TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

8.4 CONFLICT OF INTEREST. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its

obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants, provided that the Consultant has disclosed the potential conflict of the consultant *Weitzman Associates* by letter to the County dated as of July 15, 2019, and the County hereby approves proceeding with *Weitzman Associates* in its current role in the team notwithstanding such potential conflict.

8.5 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

8.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8.9 INSURANCE. The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

8.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

8.15 NOTICE. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: DPZ CoDESIGN, LLC
Attention: Galina Tachieva
1023 Southwest 25th Avenue
Miami, Florida 33135

To: Escambia County, Florida
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

8.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

8.18 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

8.21. COMPLIANCE WITH LAWS. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

8.22 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

8.23 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.24 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

8.25 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

8.26 ANNUAL APPROPRIATION. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

8.27 EFFECTIVE DATE. The Effective Date of this Agreement shall be the date last executed by the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

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

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

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: December 5, 2019

CONSULTANT:
DPZ CoDESIGN, LLC, a Florida limited liability company.

By: _____
Galina Tachieva, Managing Partner

Elizabeth Plater-Zyberk
Witness

Date: 02/20/2020

Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-20-2020

DPZ CoDESIGN

Marina Khoury, Partner
320 Firehouse Lane,
Gaithersburg,
MD 20878
(305) 644-1023
www.dpz.com

October 30, 2019

Paul Nobles, via email: prnobles@myescambia.com
Escambia County, Florida

Re: OLF-8 MASTER PLAN SCOPE
ESCAMBIA COUNTY, FL

Dear Paul,

Thank you for invitation to submit an outline of our proposed scope. The following information expands on our initial Letter of Interest and subsequent responses to your clarification questions. We would be very happy to discuss and/or expand on any points as necessary.

Project Management and Communications

DPZ will be responsible for overall project management and coordination of sub-consultants. DPZ has exercised due diligence to confirm we have both the capacity to perform this scope of work and complete the project within the scheduled 9 months.

In executing the project DPZ will deploy agile project management techniques. The use of short feedback loops with the County will maintain open communication and ensure the team works to the expected budget, timeline, and scope. DPZ will work with the County to identify and monitor any potential project risks and ensure any issues that do arise are managed effectively.

The overall scope has been broken down into individual work packages for each consultant working on the project. The following organizational chart and responsibility matrix outlines how the delivery and timing of work packages will be coordinated by DPZ. A compact, flexible and efficient team is deployed to complete each phase quickly and professionally.

DPZ will also hold project meetings with County staff at various points, to be agreed. To be effective with time and resources these will include a combination of in-person meetings and conference calls (particularly for the more regular short focused updates with County staff). The Team will also establish a coordination mechanism with representatives of related ongoing projects, studies, and planning efforts.

DPZ CoDESIGN

Diagram 1: Organizational Table and General Areas of Responsibility

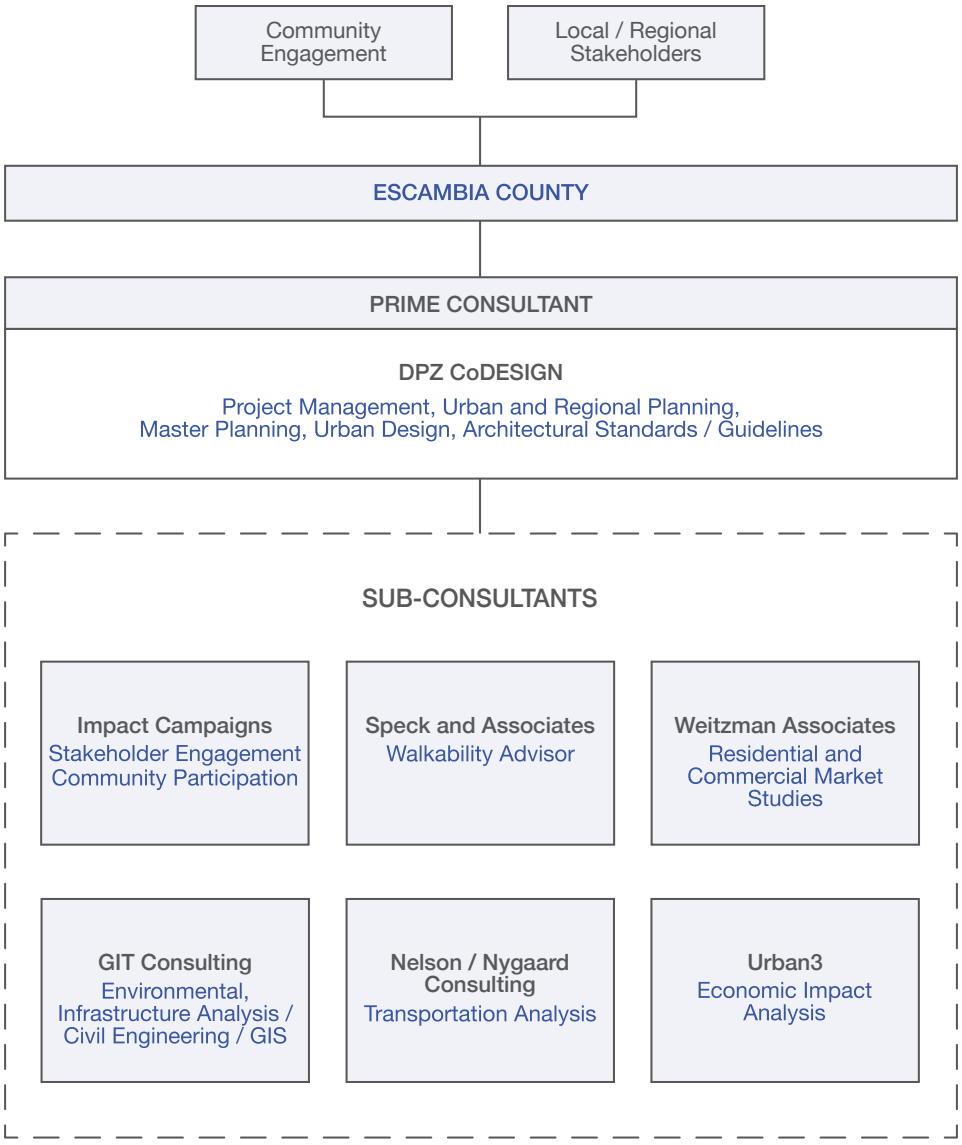

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Diagram 2: Scope Outline and Responsibility Matrix

L = Lead
S = Support
R = Review

	TASK	DPZ	IMPACT	GIT	WEITZMAN	URBAN 3	N/N	SPECK
1	**ASSESSMENT & ANALYSES**							
1.1	**Conduct kick-off workshop with County & stakeholders**	L	S	S	S	S	S	
1.2	**Gather & Assess Existing Conditions Analyses**	L	S	S	S	S	S	
1.2.1	Land use and Physical Character Analysis	L						
1.2.2	Civil and Infrastructure Analysis	R		L			S	
1.2.3	Environmental Analysis	R		L				
1.2.4	Transportation Analysis	R					L	R
1.3	**Conduct Market & Fiscal Analyses**	S			L	L		
1.3.1	Market Analysis	R	S		L	R		
1.3.2	Economic Impact Baseline Analysis	R			R	L		
1.4	**Define Public Engagement Plan**	S	L					
1.5	**Provide Urban Diagnostics Report**	L	S	S	S	S	S	R
2	**SCENARIO PLANNING**							
2.1	**Conduct multi-day Charrette**	L	L	S	S	S	S	
2.2	**Develop Master Plan Options**	L		S	S	S	S	R
2.3	**Evaluate & Synthesize Plans**	L	S				S	
2.3.1	Assess Civil & Infrastructure Impacts of Plans	R		L				
2.3.2	Assess Environmental Impacts of Plans	R		L				
2.3.3	Assess Transportation of Plans	R					L	S
2.3.4	Assess Economic & Fiscal Impacts of Plans	R			S	L		
2.4	**Assess and Document Stakeholder Input**	S	L	R	R	R	R	
2.5	**Provide Scenario Plan Report**	L	S	S	S	S	S	R
2.6	**Conduct Presentation(s)**	L	S	S	S	S	S	
3	**IMPLEMENTATION STRATEGY**							
3.1	**Refine preferred master plan(s)**	L	R	R	R	R	S	R
3.2	**Draft Implementation Strategies**	L	S	S	S	S	S	R
3.3.1	Recommend Master Plan Implementation Strategies	L						
3.3.2	Recommend Civil & Infrastructure Implementation Strategies	S		L				
3.3.3	Recommend Environmental Implementation Strategies	S		L				
3.3.4	Recommend Transportation Implementation Strategies	S					L	S
3.3.4	Recommend Economic & Fiscal Implementation Strategies				L	L		
3.3	**Draft Design Standards**	L		S			S	R
3.4	**Assess and Document Stakeholder Input**	S	L	R	R	R	R	
3.5	**Provide Implementation Report**	L	S	S	S	S	S	R
3.6	**Conduct presentation(s)**	L	S	S	S	S	S	

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PHASE I: ASSESSMENT & ANALYSES

1.1 Project Kick-Off Workshop and Site Tour'

The DPZ team will conduct a Project Kick-Off 2-day workshop with the County's Project team, other identified decision-makers, and other invited participants / stakeholders to discuss the project history, prior planning efforts, and other technical studies; to discuss an overview/general analysis of area, current zoning, and entitlements; and to review and comment on possible development programs, elements mix, proximities, and market demand.

The work session shall also include the clarification of Project goals and objectives, including community engagement strategies; a review the Project design approach; a discussion of any needed refinements to the scope of work and schedule; and the establishment of protocols as outlined above in the Project Management and Communications scope of work.

Deliverables: Finalized Project Work Plan and Schedule, Finalized Process and Deliverables

The Impact Campaigns team will work with the County in identifying, and contacting key stakeholders to participate in the kickoff meeting.

OPTIONAL: Create and manage stakeholder focus group.

The Impact Campaigns team will work with the County to identify, manage, and utilize a small focus group of stakeholders to provide input and feedback throughout the planning process. Meetings would take place every two weeks during the project and feedback integrated into planning effort.

Last but not least, the kick-off meeting will include a review of the available Project base information including those prepared by the County and/or the County's third-party consultants, and the subsequent identification of data gaps to be remediated. With this purpose in mind, GIT, Weitzman and Nelson\Nygaard (N\N) will attend the kick-off and use it to start meeting stakeholders and gathering data as indicated below:

- Gather any market relevant data from the County.
- Review preliminary transportation, civil and environmental engineering information for the site and vicinity.
- Determine data needs and accessibility, summarize information related from similar projects related to transportation, civil and environmental infrastructure optimized for best environmental performance.
- Conduct a meeting with the Project Team and Client to discuss and refine tasks, and gathering of spatial data needed for the site analysis

A Project Site Tour also will be conducted as part of the Project Kick-off.

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1.2 Gather and Assess Existing Conditions Analysis

The DPZ team will work with the County (and as appropriate, other pertinent entities) to identify relevant planning studies, reports, and development proposals (e.g. prior/current plans by the various pertinent developers, the County's Regulatory Framework, and any other prior/current master plan studies and reports), policy documents (e.g. the local Zoning Map and regulations), and potential research data for use in the master planning process.

DPZ will review these studies and plans, the local ordinances and codes, and any other applicable documents. DPZ, with assistance and provision from the County, will also begin collating the base plan information needed for the physical planning and design. The items below are among the other materials and data the DPZ team will collate and format, with assistance from the County:

- Base maps (GIS/CAD), aerial photography, eye-level site photos, and other pertinent digital survey information at the regional and local scales, of the Four Corners site/s and the surrounding context;
- Current regulatory context: land use regulations, municipal policies, and other regulations affecting the town center development and its environs;
- Civil works/utilities data, impact assessments, and other studies for the site and its context; proposed municipal capital improvements and civic infrastructure projects;
- Other reports and datasets pertinent to OLF-8 site and prepared as part of previous planning efforts, as well as documentation of local and regional precedents of development; and
- Other approved development plans and proposed capital improvements in pertinent neighboring areas.

GIT will:

- Obtain available civil and environmental infrastructure data from County;
- Review work to date and existing reports, geotechnical, environmental, water resources, climate change, for the site and adjacent neighborhoods; and
- Provide analysis of the existing conditions, assess limitations for development and provide a series of maps which indicate site features.

Deliverable: Provide a GIS database with data collection for data relevant for the site and the immediate adjacent neighborhoods

Nelson\Nygaard will support the team to ensure that transportation considerations are reflected in the existing conditions analysis. This support will include review and recommendations of drafts produced by the team, as well as development of maps and other materials for inclusion in other draft elements.

Urban3's Economic Impact Analysis will help the community realize the power of data-driven planning. The 3D economic modeling techniques capture the true value of infill and present it visually, empowering the Design Team to be surgical in recommendations for future growth and development on the OLF8 site. Urban3's method will allow the County to further understand the current and future fiscal

landscape of the new development within and surrounding the OLF8 site.

Urban3's analytic method focuses on the Per Acre metric as a unit of productivity. After all, cities and counties are finite areas of land, and how that land is used has a direct effect on the long term fiscal health of the community. This metric normalizes overall revenues and tax values into a direct comparison, utilizing land consumed as a unit of productivity.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. To perform the analysis, the project analyst will make an initial 2 day site visit. They will arrange this visit when other team members will be in the County, ideally. The analyst will procure data, connect with key members of the City team to field data questions, as well as make site visits to key properties around the County, as well as the OLF8 site area.

*(Note: The DPZ team will rely on the completeness and accuracy of the Project base information available to date and shall not be responsible for updating and/or correcting such information. A full, itemized list of Project information/base materials that DPZ typically requires for its planning and design work shall be provided upon contract award.)

Following the collection of the above materials an analysis of the Land Use and Physical Character; Environmental Concerns, Civil Works/Utility Infrastructure, Transportation and Parking; and Market and Fiscal Considerations will be undertaken and recommendations captured.

For this project Jeff Speck, Walkability Advisor, will provide peer review, a public lecture, and advise on multi-modal transport considerations. Along with DPZ, Jeff Speck will begin by reviewing all the Existing Conditions Analyses in order to properly understand the development potential context.

1.2.1 Land Use and Physical Character Analysis

DPZ intends organizing the land use and physical analysis in three parts:

Land Use and Development - Existing land uses and development patterns on the site and its environs, including, without limitation, retail, commercial, office, residential, parking, vacant/underutilized, open space/park, government, religious, educational, medical, recreational and other uses;

Organizational and Regulatory Context - City/County codes, policies, regulations and ordinances affecting development in the project area, for the purposes of assessing the effectiveness and impacts on investment and development. This review will be undertaken in light of anticipated broad-brush goals and objectives of the project and the overall parameters of the proposed code, forming the basis of recommendations for proposed amendments to regulations; and

Form and Character - The natural and built environments, focusing on the form, scale, and character of existing and planned development, historic areas and/or buildings; review of architectural syntax; adjacent building stock

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review; streets/streetscapes (including landscaping and hardscaping, e.g. street furniture, signage, and lighting); edge conditions; and areas of connection and public spaces.

1.2.2 Civil and Infrastructure Analysis

GIT will conduct a Civil and Infrastructure Analysis to:

- Obtain and review information about local conditions which to optimize developable areas for a desired range of objectives.
- Coordinate digital data needs and requirements with Project team
- Review existing Soils and subsurface investigations (soil maps, borings)
- Review Topography, slopes and existing natural features
- Review existing records for flooding, erosion
- Summarize Existing infrastructure (power lines, roads, pipelines) in Project vicinity
- Review Floodplain maps, regional and site subsurface and surface hydrology
- Review Wetlands within project, and in vicinity

Deliverable: Provide a narrative of findings and GIS database with data collection for the civil infrastructure and environmental features within Project Site and the adjacent neighborhoods

1.2.3 Environmental Analysis

GIT will conduct a Environmental Analysis to:

- Research existing environmental conditions and permits for the site and site vicinity
- Review Community's Comprehensive Plans, Land Use and Vegetation maps
- Identify resource constraints that may affect the natural environment or Project viability.
- Review pre-existing hydrology and any limitations to urban development related to stream flow, water bodies, water quality, natural drainage, buffer zones and wetlands which may add constrains to the urban plan.
- Review State, regional and local constraints, and Community's zoning ordinances

Deliverable: Provide a narrative of findings and GIS database with data collection for environmental features within Project Site and adjacent neighborhoods

1.2.4 Transportation Analysis

Nelson\Nygaard will lead the transportation analysis, which will consist of obtaining and analyzing information about the existing and planned transportation systems in the vicinity of OLF-8 and the region; identifying and collecting additional data as required; mapping and other technical documentation; and specification of future

transportation analyses in conjunction with County and other transportation stakeholders.

Nelson\Nygaard (N\N) will review available data sources for potential use in this analysis. Informed by that review, if necessary they will conduct a site visit to collect daily and peak-hour vehicle traffic volumes as well as peak-hour vehicle turning counts. N\N will inventory general conditions of sidewalks, roadway conditions, intersection crossings at adjacent intersections, bicycle facilities, and transit stations/stops. A general assessment of gaps in the pedestrian and bicycle network and/or deficiencies at any transit stations/stops will be conducted. Nelson\Nygaard will collect traffic and transportation data in accordance with County and FDOT methodology and standard assumptions in the identified study area.

Nelson\Nygaard will describe and present graphically the analyses of existing conditions and performance for travelers using all modes. This will include appropriate quality of service measures for studied intersections and roadways; such as:, vehicle-delay level-of-service (LOS) and/or multi-modal LOS or other measures.

> Optional: If required for complete analysis, Nelson\Nygaard may contract with specialty data collection firms to obtain street network and travel condition data. Nelson\Nygaard will obtain written permission from DPZ CoDESIGN before conducting primary data collection.

1.3 Conduct Market and Fiscal Analysis

In addition to the above Development Diagnostics, the DPZ team shall work with our sub-consultants to prepare a detailed Market and Fiscal Analysis for OLF-8. The development challenges facing OLF-8 will include not only creating a vibrant, livable place in form, but also directing and leveraging that growth and its resulting income into economically efficient development, while still maintaining / coordinating a carefully envisioned character. At its core, meeting these varied challenges is a function of economics.

1.3.1 Market Analysis

The intent of the marketability analysis conducted by Weitzman Associates (WA) is to examine all potential uses that could be included within the project, and determine which may be most viable given sufficient detailed market research. The analysis will include a minimum of now trip to the site ad market area. Through this process, WA will identify gaps or areas of insufficient supply in the market that may be exploited for maximum viability at the project site.

A. Property Analysis

WA will begin their highest and best use analysis by analyzing the physical site and its situation within the market. WA will evaluate the physical characteristics of the development site comprising the property and its immediate environment in order to establish its competitive position within the broader Pensacola area market. WA will analyze those factors which influence the marketability of various uses at the development to include:

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- the physical situation of the site within the market, and potential exposures and access points that may contribute to a marketable site plan and general massing of a mixed-use development at the property;
- proximity to major complementary destinations such as shopping, employment nodes, cultural facilities, public and private schools, etc;
- the impact and compatibility of adjacent and nearby land uses;
- community and area image;
- the quality of public and private services;
- views and visibility;
- access and modes of transportation (both public and private) and the impact of infrastructure needs; and
- visibility, among other important considerations.

In this phase, WA will consider the potential massing or density of various uses at the site, any restrictions or limitations on these uses, and other design considerations informed by the planning process. WA will seek to understand some degree of ingress/egress and other logistical features, and the size of the project and its potential components given constraints on the site. Our collaboration with the broader team will inform our determination of the marketable mix of uses that can be accommodated by the site, and will be refined further in our second phase of work.

B. Economic and Demographic Analysis

In order to support their understanding of the context within which new development uses can be feasibly built at the site, WA will prepare a brief analysis of the economic health of the relevant market and trade areas, and the metropolitan area, and the outlook for job creation and continued economic vitality during the foreseeable future. WA will highlight and discuss major economic influences that will be likely to affect new residential and commercial development at the project site during the coming years. WA's demographic analysis will document the critical population, household, and income trends necessary to understand the demographic-based development opportunities in the relevant market area. WA will undertake residential and commercial demand analyses based upon demographic-based housing demand, consumer expenditures, and hospitality trends.

C. Residential Rental Apartment and For-Sale Housing Market Analysis

WA will define the primary housing submarket and its direct competition; the housing market analysis will address trends in the competitive market area and throughout the relevant market area. WA will analyze housing market growth patterns to include a survey of selected residential apartment and for-sale communities to determine resident profiles, rent and price structure, amenities, home design, product features, location, and the types of homes that appear to be achieving the highest level of market acceptance in the residential markets. WA's field survey of selected residential communities will include the following information, where available:

- Existing Residential Developments
- Name / Location / Age / Developer
- Total units / Housing Types / Unit mix

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- Rent and price range / Rent and price per square foot
- Absorption rate (since opening date and during past 6 months if available)
- Product features, amenities, and services
- Tenant and purchaser profile

WA will analyze historical trends in construction, absorption, vacancy, and rents plus address the historic profile of the user of housing within the relevant submarkets.

WA will analyze competitive or comparable rental apartment projects under construction or planned within the market area. Our survey will include the following, where available:

- Proposed Residential Apartment and Condominium Construction
- Project name / Location / Developer
- Development status / Number of units / General project characteristics
- Projected rents and prices
- Competitive position

D. Hotel Analysis

The hotel market analysis will focus on the depth of the market for hospitality facilities at this site. Specifically, it will determine the projected demand for this type of space from the local area and beyond. This analysis will require a review of the current performance of the existing competitive set as well as an analysis of current and potential demand generators.

WA will analyze the hospitality industry from the perspective of (a) a potential hotel's competitive set, and (b) the overall Pensacola area market, to determine the overall health of the market applicable to this project.

WA will analyze the existing product segmentation and brand segmentation that currently exist in the marketplace in order to determine opportunities for a hotel to capture market share.

WA will conduct interviews with selected managers of the competitive facilities, as well as other industry professionals, to gauge their opinion on the depth of the market for hotel rooms, as well as to better understand the operation of their facilities. The interviews will focus on historic demand, the status of the existing supply, marketing methods, proposed renovations/expansions and a discussion of the primary and secondary demand generators.

WA will analyze the current and historical operating figures for existing hotels in the market, as well as industry trends for properties in the Pensacola area.

The final phase of our research will focus on similar projects that are under development or proposed in the competitive market area. We will identify the developer, the type of proposed facility, the amenity package and the development status of the project.

Our market analysis will conclude with a "fair share analysis" that will provide you

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with data concerning the projected primary and secondary demand generators for the property along with the projected average daily rates and anticipated market share for each segment of demand (i.e. leisure, group, business, transient, etc.).

This analysis will assist us in determining the optimum number of hotel rooms that should be incorporated into the development.

E. Retail, Office and Industrial Market Analyses

This component to the study will analyze the key economic and market variables that influence the demand for retail, office, and industrial space at this location. This will include:

- An overview of existing and recent retail, office and industrial developments by type.
- An evaluation of existing and proposed retail, office and industrial development in the relevant market area - focusing on development in, or near, the immediate neighborhood - within regard to market location, positioning, target segment, tenant profile, physical space characteristics and property characteristics such as:

  - Total gross leasable area
  - Asking and actual rental rates by type of uses / vacancy rates
  - Source of demand and absorption history
  - Competitive position in the market area / transit orientation
  - Physical configuration (depth, ceiling heights, fenestration, access, loading facilities and structural elements, etc.)

An analysis will be prepared of retail, office and industrial space that is under construction and planned in order to better understand the state of equilibrium in each market.

Based upon supply and demand considerations, the competitive position of the property, and the results of the above analysis, WA will:

- Establish the competitive position of the project as a location for a successful retail, office and industrial uses, including whether there is the potential to develop specialty retail, medical office space, and/or specialty research and development or manufacturing facilities;
- Evaluate the depth of the market for retail, office and industrial space at this location;
- Identify the specific retail and commercial space features required to attract tenants to this location.

F. Initial Program Recommendations

Based upon our marketability analysis, WA will recommend the appropriate number of units, unit types, unit sizes, tenant sizes and types of commercial space, hotel rooms and meeting and conference facilities, as applicable, to be incorporated into the project's working plan. This initial program recommendation will be used to inform the planning effort, and will include the following specific conclusions and

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recommendations, among others:

- Estimate the optimal timing and phasing of the development process;
- Estimate the residential rents and/or sale prices, commercial rents, and hotel revenues, as applicable;
- Estimate the length of time it will take: (1) to lease-up or sellout each component to the project; and, (2) reach stabilized hotel, commercial and residential occupancy, as applicable;
- Analyze the improved marketability from the synergy in recommended uses created at the proposed development;
- Identify the primary target markets for the various uses recommended at this location, and estimate the depth of demand for each use; and
- Identify and recommend the features, finishes, services and amenities that need to be incorporated into each use component in order to ensure the success of the proposed development program, based on optimum absorption and revenues.

Throughout the process of completing our initial study, WA will collaborate with the DPZ team in support of defining the other factors that will determine the master plan, such as the exploration of stakeholder interests, planning challenges, economic or fiscal benefits or challenges, and infrastructure considerations. While WA's initial marketability study will incorporate early consideration of these factors, and provide a framework for the marketable product features that are supportable at the site, WA's ongoing collaboration with the project team will enable the marketability study to be refined during the second phase of work to reflect the planning realities, once determined.

WA will revisit the original marketability study of the site after the development scenarios have been explored. WA's work in this phase will include the following:

- Update and adapt all market research to the working plan for the project, as informed by the public process, stakeholder engagement, physical planning realities, and other factors that will not have been fully established prior to the completion of our original study.
- Adopt the working master plan as a framework to make updated and specific recommendations related to project features, product mix and phasing, as well as the overall vision for the market strategy that can be deployed in order to support the strongest possible performance of the project.
- Provide master-plan-specific revenue, absorption, and phasing assumptions that can be utilized in development proformas and financial projections by various stakeholders, including prospective development partners.

OPTIONAL: FOCUS GROUP RESEARCH

At the client's discretion, WA will conduct focus groups to further explore the development of the project's residential, hospitality and commercial offerings. The number of focus groups and the content will be determined based upon the needs of the client and the planning process. Focus groups may explore a variety of issues related to the prospective development, and

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will provide additional qualitative feedback from market participants that can aid both the planning and underwriting process. Often, focus groups explore lifestyle tastes, with the discussion directed at the types of design features, on-site amenities, quality, services, proximities, parking facilities, and type of entertainment and recreation that the market may find acceptable or would desire as part of a project.

WA will develop a specific scope for this optional focus group research in collaboration with the project team and the client.

Each focus group will be facilitated with a slide presentation to guide the discussion, explore style tastes, and to spur topics of discussion. Each group will also be asked to complete a written questionnaire, the results of which will be analyzed to determine more objectively where the participants' opinions may have the greatest impact on product design and pricing. Often, focus group participants are reluctant to offer genuine opinions in front of their co-participants, and a written questionnaire is a helpful gauge to compare specific responses with the more subjective feedback obtained during the guided discussion session.

1.3.2 Economic Impact Baseline Analysis

Urban3's work will be executed in coordination with related projects tasks on which Urban3's deliverables are dependent. Their core process is broken into two phases. First, parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. The team will dedicate time to correcting and synthesizing different tax parcel data for the County.

Additionally, Urban3 will work with County staff to contact the Florida Department of Revenue in order to obtain sales tax data for the entire County. Urban3 has worked with several communities in Florida and across the country to obtain and map sales tax data at a spatially meaningful level, while still maintaining business' privacy. This data will inform how the potential new retail uses on the OLF8 site will contribute to the long term tax revenues of the County.

Following the data processing and analysis, analysts work with Mr. Minicozzi to storyboard all the findings. Over a period of days, staff conducts a deep dive into all the data outputs. From this, Urban3 will create a holistic economic story for the County, as well as the impacts of the design for the OLF8 development, upon the County's future municipal finances.

1.4. Define Public Engagement Plan

DPZ will work with Impact Campaigns and the County to prepare a detailed and meaningful public engagement plan. The focus of this effort will be an interactive Charrette supported by a range of innovative techniques that will both raise awareness and provide multiple opportunities for the community to input into the process. The plan will ensure that all feedback received will be carefully considered and help shape the overall goals of the master plan and detailed components of the

design.

The Public Engagement Plan will define the following tasks:

- Identify stakeholders and influencer groups - The Impact Campaigns team will identify Beulah area and countywide key project stakeholders, influencer groups, neighborhood associations, civic groups, and other community organizations to comprise the target audience for the public engagement effort. They will also work with the County to identify stakeholders outside of Beulah too.
- Develop and execute public engagement plan - The team will create and execute a public engagement plan for the duration of the project. Tactics for this plan may include media stories, online articles/blog content, social media posts, email outreach, at least 3 town-hall style meetings, (outside of the charrette), and other efforts required by the County.
- Build public engagement platforms - Impact Campaigns will develop the various platforms to house and distribute content for the public engagement effort. These platforms will include a project website, social media platforms, email lists and media contacts. It will also include a County-wide pre-charrette survey, up to a 15-minute questionnaire.
- Develop and distribute stakeholder input tools - The Team will create a survey instrument and platform to capture stakeholder and community input and feedback. This will be distributed digitally and in print during the project.
- Collect and analyze stakeholder data - Impact Campaigns will compile and analyze stakeholder data throughout the project. Data will be presented to the public, the media, and other stakeholders / influencer groups.

This will be coordinated with the County, but at a minimum should include: biweekly content and email updates, ongoing social media posts, FAQs, and project updates, publicizing all project deliverables and materials, 2-3 community and/or digital town-hall-style meetings, literature drops and/or direct mail to Beulah area residents and businesses, and earned media outreach.

Finally, Impact Campaigns will provide logistical and publicity support for presentations, including promotion and distribution to local media, citizen groups, and stakeholders.

Deliverables: Comprehensive Public Engagement Plan

OPTIONAL SCOPE: Perform pre-charrette direct-engagement phone survey to non-Beulah residents. As an additional scope option, the Impact Campaigns team will develop and field a telephone survey of out-of-area residents to solicit opinions and feedback prior to the design charrette.

1.5 Provide Urban Diagnostics Report

In addition to carrying out the Land use and Physical Character Analysis outlined above, DPZ will also oversee the delivery and review of all sub-consultant work packages relating to Market & Fiscal, Transportation, Environmental, and Civil/ Infrastructure Analyses. These early results will be collated into a comprehensive

Urban Diagnostics Report and provide the basis for the next 'Scenario Planning' phase.

GIT will develop information for the Civil and Environmental aspects of the report and provide a narrative for relevant sections, figures, diagrams and images supporting the report.

Nelson\Nygaard will also support the team by providing maps and other materials documenting the state, performance, and needs of the current and planned transportation system around OLF-8. It will include descriptions, diagrams, and analyses of regional and local roadways, transit facilities, and bicycle and pedestrian facilities, as appropriate.

Jeff Speck will review Urban Diagnostics Report in order to properly understand the design context.

Deliverables: Urban Diagnostics Report

PHASE II: SCENARIO PLANNING

2.1 Conduct multi-day Charrette

To accomplish the scenario planning phase we propose a charrette process to initially identify and examine various scenarios. An explanation of the Charrette process and its associated benefits has been included the Letter of Interest. The Charrette will be followed by a period of further evaluation, synthesis, and public engagement to allow the Master Plans scenarios to considered and developed further.

Additional workshop or town-hall style meeting outside of Beulah area - In addition to the community-focused charrette, the team will coordinate and host a secondary town-hall style public input meeting at some other location in the county, to ensure wider input into the project.

Pre-Charrette Preparations

Prior to the Charrette, DPZ and Impact Campaigns will work with the County on a Charrette schedule and an annotated Charrette agenda. The Pre-Charrette preparations shall also include the logistical planning for the Charrette including include arranging travel, accommodations, and local transportation for team members; and coordinating other Charrette requirements. Impact Campaigns will identify, secure, and set up the charrette venue, including any required AV or technical needs for the duration of the charrette. GIT will prepare GIS information required for the Charrette.

Deliverables: Charrette Schedule and Annotated Agenda, Charrette Logistics, and Charrette Manual

Pre-charrette community engagement campaign - The Impact Campaigns team will execute an additional public engagement effort specific to the charrette event, to

drive attendance and participation. This will include more public awareness tactics, earned media outreach, social media advertising, as well as organizational outreach to specific groups (PTAs, businesses, HOAs, etc.) to ensure stakeholder participation in the charrette.

OPTIONAL: Mass media pre-charrette promotional campaign - In addition to traditional media outreach, social media promotions, organizational outreach, we will also invest in paid media opportunities, including billboards, digital signage, radio and/or television ads or PSAs, and paid digital campaigns.

Scenario Planning Charrette

The Charrette will be a minimum of 5 days, excluding travel. The DPZ team, the County, other consultants, and local stakeholders (e.g development partners, members of the community), will assemble in a single location for the period of the Charrette. We assume a studio space could be provided by the County in proximity to the OLF-8 area and in a location convenient for Beulah community to participate. The DPZ team will set up a complete working office for that week and The Impact Campaigns team will assist with staffing and support for the design team during the charrette.

On the first day of the Charrette, a thorough briefing of site data and project planning/design parameters will be provided by the County. Initial planning/design goals for the OLF-8 development will be reviewed addressing *potential* uses, mix, and development intensity, height, form, and design character; and streetscape and public space design. Initial findings of DPZ and the consultants research will also be shared. The first afternoon/evening may also include a DPZ presentation on the findings of Phase 1 and to the specific conditions and opportunities of the OLF-8 site.

Jeff Speck will prepare and give a public lecture on the value of walkability and the impact of the walkability mandate on the design principles and practices being brought to bear on the project.

DPZ understands the importance of not bringing preconceived notions of development to the Charrette but to explore a full range of opportunities and alternatives. Interactive work sessions and themed meetings will be organized during the week in a manner so that various development scenarios and issues can be discussed and reviewed in a thoughtful and efficient manner and translated into Master Plan alternatives. Plan scenarios may include:

- Scenario A: What happens if you do nothing?
- Scenario B: What does the population at large want?
- Scenario C: What would the affected neighbors like or not?
- Scenario D: What is best for the municipality?
- Scenario E: What is the consultant's professional advice based on the ideas derived from these scenarios?

Other scenarios may be identified in consultation with the County and identified stakeholders. During the Charrette (and post Charrette) such scenarios will be analyzed with both a subjective set and an objective set of criteria. The subjective

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analysis involves the evaluation of the merits and demerits of each scenario from a physical design and community standpoint. Meaningful community engagement will be interwoven throughout and input fed immediately into the design process.

In conjunction with the subjective work, an objective analysis will be undertaken that comprises the technical assessment of each scenario using sustainable and economic impact performance criteria. Together these two modes of analyses help prioritize and confirm the most appropriate models for development for accommodating the anticipated growth among the various scenarios.

Peter Bazelli and a project manager of Weitzman will attend the Charrette for two days minimum to present their findings to date. Urban3 will work with the Weitzman and the Design Team during public meetings to conduct a community education session on municipal finance. This will allow elected officials and community stakeholders to approach the Comprehensive Planning process with a fundamental understanding of the County's and the OLF8 site's current fiscal landscape. As they determine the vision for the future of their community, citizens will see how changes to the design of the site will affect their community's overall financial future.

Mr. Minicozzi and a project manager of Urban 3 will attend the charrette for 3 days, providing presentations on the County's current fiscal health to a variety of audiences. Additionally, Urban3 will provide the Design Team with printed poster boards of various building typologies from around the County, so that as stakeholders imagine a future for the OLF8 site, they will have a fundamental understanding of what different land uses and building types will create in long term sales and property tax revenues.

GIT will:

- Participate in the Charrette for 3 days minimum to provide engineering input to planners for the design process, participate in meetings and presentations and implement feedback
- Coordinate with planners the implementation of Civil and Environmental infrastructure including:
  - Maximizing pervious surfaces (green areas which are completely pervious):
  - Private realm - include privately accessible green areas
  - Public - include public open space, parks, green alleys
  - Substituting impervious surfaces with semi-pervious surfaces where possible
  - Private - include privately accessible alleys
  - Public - include thoroughfare for light and pedestrian traffic
  - Reducing the impervious surfaces
  - Roads for heavy vehicular traffic,
- Develop Civil and Environmental plans with emphasis on preservation of hydrology and environment, Stormwater management, flood mitigation, water treatment and other relevant civil infrastructure

Deliverable: Provide project narrative, and a set of GIS and CAD plans for civil infrastructure

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The Nelson\Nygaard team will prepare for and participate in the design charrette, for up to 5 days. At the charrette, N\N will prepare and present on topics related to transportation/circulation and assist with land-use options, covering topics such as complete streets design concepts, street network layout, multimodal access, at-grade crossings and safety treatments, transit route and facility improvements, bicycle connectivity and pedestrian facility plans, on- and off-street parking management, and policy planning related to traffic impacts, vehicle miles traveled (VMT), and parking requirements for new developments, as appropriate.

The Nelson\Nygaard team will work hand-in-hand with DPZ staff and team to develop conceptual designs during the charrette; providing guidance and Best Practice approaches to street elements, infrastructure treatments, and user access, mobility, and safety for all modes. We will also engage community stakeholders and obtain critical information pertaining to project vision and goals as well as understand key challenges and opportunities with respect to transportation and mobility for the project environs and specifically, existing and future users. The N\N team will also collaborate with Jeff Speck in proposing best practices for walkability.

The Charrette will conclude with the presentation of draft multiple master plan options, together with a concise set of illustrative and supporting diagrams that will be further assessed and refined in the subsequent weeks.

Deliverable: PowerPoint and/or PDF of the raw Charrette production

2.2 Develop Master Plan Scenarios

In the weeks following the charrette the team will further develop multiple illustrative Master Plans based on the identified scenarios and shall depict the disposition of the OLF-8 development. At a broad level each of the Plans will address land uses; general locations for private and public tracts; surface infrastructure, access and circulation; proposed massing and form; the schematic delineation of other design features and the surrounding context. Initial Yield Calculations and Other Take-Offs/ Plan Metrics for the Master Plans Willa also be included.

Jeff Speck will review all master plan options in order to participate in choosing among them.

The project will be built on a greenfield with relatively flat topography and minor variations of elevations, including wetlands, and different extent of vegetation. The development can potentially modify the natural surface flow patterns (drainage), and additional consideration of preserving the surface and subsurface hydrological patterns will be taken into consideration. GIT will advise on consideration of distributed storage components and a series of natural stormwater features (rain gardens and similar infrastructure) to provide treatment prior to discharges in the water bodies downstream. GIT will guide the urban plan to incorporate a system of green infrastructure which will preserve the natural hydrology by increasing the aquifer recharge, maintaining the storage on site, and minimizing the stormwater runoff.

The Civil and Environmental Engineering aspects will be developed in coordination with the DPZ team to ensure aesthetic and appealing form of engineering infrastructure. Green areas will be developed to preserve the hydrologic connectivity

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between urban and natural zones. GIT, in collaboration with DPZ will propose a series of green corridors and a variety of green Infrastructure and light Imprint components to maximize the effects of green Infrastructure and minimize any environmental impacts. GIT will advise on the implementation of a green infrastructure system of distributed ponds, storage, infiltration and channeling green components along the natural drainage paths to provide the required compensation for the built and paved areas which will be introduced. For this project a set of relevant Light Imprint and Green Infrastructure tools will be proposed.

Nelson\Nygaard will support the DPZ team in distilling results from the charrette into a set of master plan options for further assessment. This support will include transportation analysis, design advice, guidance on connectivity to support transportation choices, and other aspects of the transportation system as discussed in Task 2.1 above.

In addition, N\N will conduct analyses as requested to quickly assess feasibility of master plan options to ensure all options perform from the perspective of basic transportation function.

The Impact Campaigns team will review the preferred plan(s) and support public awareness of the plan direction.

2.3 Evaluate and Synthesize Plans

This period provides an opportunity to evaluate and synthesize the Plan alternatives, as well as carry out a detailed assessment of the environmental, transportation, infrastructure and economic impacts by DPZ and sub-consultants.

2.3.1 Assess Civil and Infrastructure Impacts of Plans

GIT will assess Civil & Infrastructure Impacts of the Master Plan scenarios by performing the following tasks:

- Conceptualize the implementation of Green Infrastructure as environmental and cost-efficient strategy for the Project
- Develop Green Infrastructure overlays and plans, and proposed land use maps. The Green Engineering Overlay is based on the master plan and includes:
  - Review Existing Stormwater Requirements as mandated by the local ordinances;
  - Provide detailed Plan, drawn to scale and rendered in color, which shows the optimal Green Engineering tools, optimal build-out and road layout;
  - Provide an annotated Green Engineering Overlay Plan identifying the various paving, channeling, storage and filtration tools for mitigating stormwater;
  - Provide a series of Diagrams in black and white, or color of the catchment drainage areas, diagrams of conventional and green stormwater infrastructure.
- Make recommendations on initial grading of the site optimized for green infrastructure, including green areas within and outside of the Right of Way, semi-pervious areas which are for light traffic, areas for the major

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traffic within the site, impervious surfaces including roads and building footprints, semi-pervious areas with public access, including light traffic roads, sidewalks, parking areas and other public spaces, semi-pervious areas with privately accessible alleys, including sidewalks and parking areas, pervious green areas publicly accessible, including green areas, parks, detention areas, stormwater trees, pervious green areas privately accessible, including green areas and parks

Deliverable: A set of GIS and CAD plans which identify each of the areas, and showing location of all existing and proposed paving specifications, all existing and proposed spot grades, and all existing and proposed drainage utilities, plan showing all pavement makings and traffic signage, and paving, grading, drainage details

2.3.2 Assess Environmental Impacts of Plans

GIT will also assess Environmental Impacts of Master Plan Scenarios by performing the following tasks:

- Determine potential groundwater and surface water environmental impacts and limitations, and water supply requirements,
- Review wetland requirements, parks, open space and unique natural features,
- Review stormwater discharge requirements and compliance
- Determine solid waste/disposal/recycling impacts, wastewater treatment and disposal,
- Determine Environmental Permit requirements

Deliverable: Develop a set of GIS and CAD plans which identify each of the areas, and showing location of existing and proposed drainage utilities, wetland delineation, protected species, water and sewer plans showing location of all existing and proposed water and sewer utilities, water, drainage, and sewer details

2.3.3 Assess Transportation Impact of Plans

Nelson\Nygaard will support the team to ensure that transportation system composition, design, and performance is reflected in all elements of the implementation strategy. This support will include review and recommendations of drafts produced by the team, as well as develop of maps and other materials for inclusion in other draft elements.

For this task, Nelson\Nygaard will provide transportation planning, engineering, and design services. This will involve coordinating with Escambia County and FDOT to scope the requirements of a transportation impact study and use that scope to define the contents of the assessment. For this preliminary assessment of master plan options, the following tasks will be conducted:

- Review of the master plan options;
- Make recommendations on the transportation elements of master plan options;
- Make recommendations for the multimodal transportation networks;

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- Provide street classifications, including cross-sections; bicycle network map; pedestrian network map; and intersection design concepts;
- Make preliminary trip generation estimation, along with trip distribution and mode split;
- Determine preliminary parking supply and demand calculations; and
- Propose conceptual transportation demand management (TDM) plans.

2.3.4 Assess Economic & Fiscal Impacts of Plans

Urban 3 analysts will use scenario planning tools and processes to visualize the potential future revenues created by the designs for the OLF8 site over a 5, 10, 15 and 20 year period. These model projections will be conducted for the financial impact of the developed Scenario options.

Urban3 will use a sample of both common and unique types of development in the region at a variety of scales to demonstrate the tax potency of different types of buildings and uses. These will be used as an educational tool to inform both the public and the eventual recommendations of the Design Team.

WA will revisit the original marketability study of the site after the development scenarios have been explored. WA's work in this phase will include the following:

- Update and adapt all market research to the working plan for the project, as informed by the public process, stakeholder engagement, physical planning realities, and other factors that will not have been fully established prior to the completion of our original study.
- Adopt the working master plan as a framework to make updated and specific recommendations related to project features, product mix and phasing, as well as the overall vision for the market strategy that can be deployed in order to support the strongest possible performance of the project.
- Provide master-plan-specific revenue, absorption, and phasing assumptions that can be utilized in development proformas and financial projections by various stakeholders, including prospective development partners.

OPTIONAL: FINANCIAL FEASIBILITY ANALYSIS AND LAND VALUATION

At the client's discretion, WA will undertake a detailed financial feasibility analysis of one or more master plan scenarios. The financial feasibility analysis would measure the financial viability of profitably developing the site, or its components, informing determinations related to which scenarios provide the most compelling financial returns.

WA's analysis will incorporate the findings from the marketability study with regard to revenue-side assumptions, as well as development costs provided by a third-party construction cost estimation expert. Weitzman is not a construction cost expert, and thus, any development costs must be provided by a third-party. WA will work together with that construction expert to assemble reasonable hard and soft cost budgets, to include assumptions for all categories of these costs, inclusive of interim operations, professional

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fees, brokerage and marketing expenses, and FF&E, among many other cost items.

WA will develop a proforma model in Microsoft Excel, and/or Argus as necessary, utilizing discounted cash flow analysis to provide the development and financial returns. The cash flows will be a combination of monthly and annual forecasts, and can be projected for the entire master-planned project or for individual components and blocks to the development. The projections will calculate the XIRR and total profit, in addition to any other relevant metrics, such as cash-on-cash return or return on built cost, required to make judgments about the financial viability of the project or its components.

WA will also conduct sensitivity analyses to identify the project features or underwriting metrics to which the project level returns are most sensitive. This understanding will assist in judging project risk, given fluctuations in returns based upon changes to underwriting parameters. WA will share these findings with regard to project sensitivity in the feasibility study deliverable.

Further, WA could readily prepare an appraisal of the land, or its individual parcels and blocks, based upon the feasibility modeling. Weitzman is fully licensed to perform real estate appraisals in the State of Florida, and routinely appraises major mixed-used properties throughout the United States.

2.4 Assess and Document Stakeholder Input

The Impact Campaigns team will lead the effort to assess, capture, document and report stakeholder input and participation. In parallel with the above, the team will carefully review with the County all the stakeholder engagement process to date. Main themes will be identified and concerns and suggestions will be reviewed and incorporated into the master planning process, making further amendments as necessary.

Record, document, and archive charrette meetings - Impact will record all charrette presentations, provide meeting minutes, organize media interviews, and catalog this content for online and offline use by the public, the county, and stakeholders.

Collect and analyze stakeholder data - Impact Campaigns will compile and analyze stakeholder data throughout the project. Data will be presented to the public, the media, and other stakeholders / influencer groups. Sub-Consultants will also review stakeholder feedback and recommendations as it relates to their specialist disciplines.

OPTIONAL: Create focus group report - This option would include creating a detailed report on the focus group's participation, input, feedback, and support for scenarios and preferred plan.

OPTIONAL: Post-charrette telephone survey - This option will allow the team to identify and assess the effectiveness of the public outreach effort and the charrette event. This will also measure the level of public awareness of the

project outside the Beulah community.

Deliverable: Stakeholder Engagement Summary

2.5 Provide Scenario Plan Report

Recommendations from the assessments will be identified and incorporated into the master planning process. Jeff Speck will review the recommendations and translation into the Scenario Plan Report. Modifications to the plans will be clearly identified. The team will present the results of the evaluation period and stakeholder engagement to the County. The Team will demonstrate and discuss how the recommendations have been incorporated into revisions to the Plan options. At this stage, based on the work completed, the Team and the County will likely have in mind Master Plan preferences and narrow the number of scenarios being taken forward. The County will be provided with an opportunity following the presentation to gather formal comments on the proposed revisions and the send to the DPZ Team for consideration and inclusion.

Deliverable: Presentation of Findings

DPZ will prepare an end-of-phase Scenario Plan Report will document all activities to date. It will also include revisions to the Scenario Master Plan(s) based on the results of the post-charrette evaluation, outputs from the stakeholder engagement activities, and feedback from the County. DPZ will provide updated work products and also finalize additional supporting diagrams and illustrations listed below. Impact Campaigns will support the publication, promotion, and public awareness of the scenario plan report. GIT will provide an Civil and Environmental analysis for the report by providing a narrative for relevant sections, and figures, diagrams and images supporting the report. Nelson\Nygaard will support the team by providing maps and other materials documenting the results of transportation plan development and analysis for each of the master plan options.

Deliverable: Draft Scenario Plan Report, to include:

- Revised multiple illustrative Master Plans based on the identified scenarios, hand-drawn to scale and rendered in color, which shall depict recommendations for the disposition of the OLF-8 development, and which at a broad level, will address land uses; general locations for private and public tracts; surface infrastructure, access and circulation; proposed massing and form; the schematic delineation of other design features and the surrounding context.
- Derived from the Concept Options a set of Illustrative Detail Plans, (up to 4 no.), hand-drawn to scale and rendered in color, showing the ideal build-out of key portions of the Recommended OLF-8 Master Plan;
- Perspective Drawings/3D Renderings, by hand and/or computer-generated (up to 4 no.), rendered in color, showing typical thoroughfares, parks, greens, squares, plazas, and/or other locations. Revisions to the Perspective Drawings after the Charrette shall be considered Additional Services;
- Diagrams such as:
  - project vicinity and location

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- the existing urban structure and development context
- the concept of neighborhood planning
- civic buildings and civic spaces
- the private lots/land parcels
- the open space network
- the vehicular network (circulation, roads and servicing]
- public and private parking
- the proposed development phasing

- Schematic Prototypical Building Floor Plans and Elevations, at a scale appropriate for the building types, based upon a mutually agreed architectural syntax; and
- Initial Yield Calculations and Other Take-Offs/Plan Metrics for the Recommended Master Plan,
- Urban 3's analyses of the scenarios from fiscal / revenue standpoint. .

2.6 Conduct Presentations

Phase Two will culminate with DPZ presentation(s) to the community, stakeholders and the County Commissioners. Sub-consultants will contribute to the presentation and develop information for the proposed master plan related to their respective disciplines by providing figures, diagrams and images supporting relevant sections of presentations. Selected sub-consultants may also present their findings in-person when considered expedient to do so.

The dates for the presentations are to be mutually agreed between DPZ and the County.

PHASE III: Implementation Strategy

3.1 Refine Preferred Master Plan(s)

Following the completion of the Scenario Planing phase refinements to the master plan(s) will be made. Often, new information becomes available and/or the County and stakeholders will likely have have further comments that may affect the development of work products and the implantation strategy.

GIT will revise relevant aspects of site engineering and provide revisions related to engineering diagrams, calculations and analyses related to techniques and tools for stormwater management, including but not limited to paving, channeling, storage and filtration, water supply and distribution, stormwater collection and treatment.

Nelson\Nygaard will support the team in refining master plan options into one or more preferred master plans for final assessment. Their support will include transportation analysis, design advice, guidance on connectivity to support transportation choices, and other aspects of the transportation system.

Jeff Speck will also review and critique the refined Scenario Master Plan(s)

The County will review the work products and provide coordinated and aggregated comments to DPZ. This review is envisioned to include an in-person coordination meeting/review between the County and DPZ. As at all stages of the process, DPZ

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will use reasonable efforts to incorporate the County's requested changes in the Scenario Master Planning Report.

Deliverables: Updated Scenario Plan Report (including associated work products)

3.2 Draft Implementation Strategies

The OLF-8 Master Plan shall be designed concurrent with a proposed Phasing/ Implementation Plan. Incorporating the regulatory elements – specifically the Urban Regulations and the Architectural Standards – in the development covenants and conditions ensures that the OLF-8 Master Plan is a living document concurrently adhering to the County's overall vision and intent, fostering predictability and preserving value. Moreover, the Phasing/Implementation Plan also is anticipated to include proposed initial/incremental interventions for early activation and placemaking as part of the overall development strategy.

3.3.1 Recommend Master Plan Implementation Strategies

The implementation strategy may include:

- Immediate Priorities
- Short Term and Long Term Actions
- Policy / Regulatory Implications
- Funding Sources
- Action Owners, and Stakeholder Responsibilities

The DPZ Team has experience in not only developing implementation strategies at the initial stage of the project, but also in the execution and follow-up phases of a project's implementation. The realization of a master plan is a long-term process which requires flexibility to recalibrate as markets and trends change. DPZ specializes in flexible and adaptive designs that can be implemented in various ways to accommodate such volatilities. In addition to the these Master Planning Implementation strategies the team will also explore and capture specific strategies relating to:

- Civil & Infrastructure
- Environmental Implementation
- Transportation Implementation
- Economic & Fiscal Implementation

3.3.2 Recommend Civil and Infrastructure Implementation Strategies

GIT will recommend Civil & Infrastructure Implementation Strategies. Green Infrastructure to reduce overall costs of stormwater management and mitigate potential impacts related to modified land use. The implementation strategies will include development of plans, diagrams and tools for paving, channeling, storage and filtration, water supply and distribution, stormwater collection and treatment. This task will address as a minimum the following:

- Develop criteria for onsite retention of stormwater and runoff, plus a minimum of 10 percent above the incremental increase, through the

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development review process and routine site inspections
- Review county, state, and federal flood control best practices and incorporate appropriate standards into the codes
- Develop and implement the Master Plan of Drainage for the near and long-term protection of the community and its residents.
- Identify and estimate future demand and corresponding facilities required to serve projected local and regional growth
- Provide development standards and guidelines for the construction of onsite storm-water retention facilities that are consistent with community design standards and local and regional drainage plans.
- Make land Use Implementation Actions
- Propose Strategies for stormwater planning to reduce cost of infrastructure and reduce potential risk of flooding
- Propose Green Infrastructure implementation as needed by i) individual review of the requirements of each stormwater catchment, ii) by mixing conventional and green infrastructure and iii) by providing optional piping instead of entirely surface water conveyances.
- Propose Green Infrastructure for reduction of piping (length and sizing), structures and potential reduction of curbs and gutters, and reduced curb and drainage inlets which may be substituted with green infrastructure.
- Propose Strategies for detailed civil engineering planning to include detailed grading at street and curb level, which then will be incorporated in the stormwater master plan
- Advise on the Adoption of a comprehensive grading ordinance that will protect and conserve open space and natural and visual resources.
- Communicate with FEMA information and requirements related to Flood Insurance Rate Maps

Deliverable: A narrative with diagrams and schematics with detailed description of green infrastructure strategies to reduce stormwater flooding

3.3.2 Recommend Environmental Implementation Strategies

GIT will also recommend Environmental Implementation Strategies to address, at a minimum, the following tasks:

- Implement development regulations and guidelines that minimize or eliminate impacts of development on natural open space areas
- Establish standards and regulations in the Development Code that minimize impacts of new development on open space and conservation areas.
- Develop flexible development guidelines, standards, and regulations that encourage the provision of open space amenities within new development.

Deliverable: Narrative with engineering diagrams, calculations and analyses and will depict the techniques and tools for reduction of impacts on water quality on surface and groundwater

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3.3.4 Recommend Transportation Implementation Strategies

Nelson\Nygaard will support the team to ensure that transportation system performance is reflected in all elements of the implementation strategy. This support will include review and recommendations of drafts produced by the team, as well as develop of maps and other materials for inclusion in other draft elements.

For this task, Nelson\Nygaard will provide transportation planning, engineering, and design services. Having coordinating with Escambia County and FDOT to scope the requirements of a transportation impacts study, N\N will apply that scope to assess the preferred master plan(s).

The intent of the transportation impacts study is to provide an overall characterization of potential roadway/intersection effects and to determine feasible improvements and/or modifications to assure that the current and future transportation network operates adequately as OLF-8 develops according to the preferred master plan(s).

Jeff Speck will provide advice on implementing chosen transportation strategies. For this final assessment, N\N anticipates providing updates to the preliminary work to include the following tasks:

- Review of the preferred master plan(s);
- Make recommendations on all transportation elements;
- Make recommendations on the multimodal transportation networks;
- Provide street classifications, including cross-sections; bicycle network map; pedestrian network map; and intersection design concepts;
- Make trip generation estimation, along with trip distribution and mode split, to estimate future traffic loads along existing and planned streets;
- Provide an assessment of daily and weekday peak-hour roadway and intersection operations with the additional vehicle trips associated with the project. Nelson\Nygaard will develop a traffic simulation model using Synchro/SimTraffic software to provide an evaluation of roadway and intersection level of service (LOS) standards and assess future conditions that will include 6 intersections;
- Provide parking supply and demand calculations;
- Make transportation demand management (TDM) plans; and
- Draft “Transportation and Mobility” chapter for the anticipated Master Plan document.

3.3.5 Recommend Economic and Fiscal Implementation Strategies

Urban3 will also recommend economic & fiscal implementation strategies, based on the baseline analysis and scenarios. This work will include recommendations for economic and fiscal policy to support a healthy financial future for the County.

The goal of Urban3’s implementation recommendations are threefold. First, to assist the Design Team and City staff with policy recommendations to the community at large and key stakeholders like Navy Federal. Second, Urban3 will work with Commissioners to demonstrate cumulative economic thinking, allowing them to understand the true costs of development in a visual way. Lastly, Urban3 will present final models, projections of the future site designs by the Design Team, to citizens, in order to inform their understanding of the true costs of development and maintenance.

At this stage DPZ will also consider any necessary changes to the Scenarios Master Plan Report as necessary to correspond to the suggested implementation strategies. Prior work products will be revised and redistricted, as necessary. Impacts Campaigns will support the team's efforts to identify and draft implementation strategies, including any political or public outreach needs.

Deliverable: Draft Implementation Strategies Report

3.3 Draft Design Standards

Design Standards are essential elements to the effective implementation of the OLF-8 Master Plan, and ensure that the Master Plan is a living guide for decision-makers. The standards become vital documents given the possibility on a large site to have multiple developers implementing various phases.

GIT will propose draft Design Standards to address, at a minimum, the following tasks:

- Review current design standards for Civil and Environmental infrastructure, determine the need of changes to accommodate the proposed master plan. The revisions will focus on open space, stormwater retention on site, road infrastructure as relates to stormwater management
- Propose revisions to the current standards as needed for the site development, floodplain, building code implementation

Nelson\Nygaard will support the team to ensure that design standards reflect best-practice in providing safe and attractive options for all travelers. Conceptual drawings of streets, intersections, and other facilities will be provided. N\N will also review materials developed by others on the team.

Jeff Speck will also review and critique the proposed design standards.

Deliverable: Draft Design Standards

3.4 Assess and Document Stakeholder Input

There will be a further opportunity during the development of phase three for stakeholder and community engagement in relation to the Draft Implementation strategies and Design Standards. The Impact Campaigns team will lead the effort to assess, capture, document and report stakeholder input and participation. DPZ and sub-consultants will consider stakeholders concerns, review and update work work products, as necessary.

Deliverable: Stakeholder Engagement Summary

3.5 Provide Implementation Report (including Design Standards)

The DPZ team will prepare an Implementation Report that will include:

- Recommended implementation approach and associated strategies;
- Revised and/or Prior Scenario Master Plan Products;

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- A Regulating Plan keyed to the Urban Regulations and the Street Sections. This plan regulates the land use, building use, and density of the various building types that occur in the Master Plan;
- Thoroughfare Standards specifying the various street designs within the public rights-of-way shown in the Regulating Plan;
- Urban and architectural Regulations specifying each lot/building type in terms of use, setbacks, heights, ancillary elements, parking, retail frontage, building entrances and encroachments, function per floor, signage, storefront specifications, and any special requirements;

Prior to its release, sub-consultants will review the implementation report and coordinate modifications to reflect their respective interests.

Deliverable: Implementation Report (including the above materials)

3.6 Conduct Presentation(s)

The project will conclude with DPZ presentation(s) to the community, stakeholders and the County. Sub-consultants will contribute to the presentation and develop information for the proposed master plan related to their respective disciplines by providing figures, diagrams and images supporting relevant sections of presentations.

OPTIONAL : At the conclusion of the project, Joe Minicozzi will deliver the results of the analysis and lead Commissioners and other appointed officials in a work session. If the budget does not allow for this visit, the DPZ team will be provided with presentation slides and a narrative to present the final work.

_____

Regards, on behalf of the collective DPZ team.



Marina Khoury
Partner

EXHIBIT B

OLF-8 Project Timeline Option 2 (2020)

Phase 1	ASSESSMENT & ANALYSES	April	May	June	July	August	September	October	November	December	January	February
1.1	Conduct kick-off	★										
1.2	Gather and Assess Existing Conditions											
1.3	Conduct Market and Fiscal Analyses											
1.4	Define Public Engagement Plan											
1.5	Provide Urban Diagnostics Report											
	County Review											

Phase 2	SCENARIO PLANNING	April	May	June	July	August	September	October	November	December	January	February
2.1	Conduct multi-day Charrette					★						
2.2	Develop Master Plan Options											
2.3	Evaluate & Synthesize Plans											
2.4	Assess and Document Stakeholder Input											
2.5	Provide Scenario Plan Report											
2.6	Conduct Presentations(s)							★				
	County Review											

Phase 3	IMPLEMENTATION STRATEGY	April	May	June	July	August	September	October	November	December	January	February
3.1	Refine preferred master plan(s)											
3.2	Draft Implementation Strategies											
3.3	Draft Design Standards											
3.4	Assess And Document Stakeholder Input											
3.5	Provide Implementation Report											
3.6	Conduct presentation(s)										★	

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Public Engagement Task | Consultant Tasks | County Tasks

Note: If County review time exceeds allocated timeframe shown here, the schedule will adjust accordingly for the same amount of time exceeded by the County.

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November 4, 2019

Paul Nobles, via email: prnobles@myescambia.com
Escambia County, Florida

Re: OLF-8 MASTER PLAN FEES
ESCAMBIA COUNTY, FL

Dear Paul,

We are pleased to re-submit to you our final proposed fees based on the agreed-upon scope. We attach to this memo, four documents as indicated below.

File 1: DPZ Team Fees

Project Fees are organized as follows:

- Total Project Fees, broken down by firm for each task.
- Total Firm Fees, broken down by task and man-hours for each firm.
- An Invoice Schedule, estimated over a 9-months timeframe
  - Also attached on page 4 of this memo

File 2: DPZ Team Expenses

Project Fees are organized as follows:

- Total Project Expenses, broken down by firm for each task.
- Total Firm Expenses, broken down by task for each firm.

The reimbursable expenses are an estimate and we erred on the conservative side to be cautious. We would only bill for what we actually use of course and the expenses may be much lower, depending on hotel rates and flights. We standardized expenses for all consultants for lodging and meals to try keep it simple.

File 3: Revised Scope

We re-attach the scope, with two modification.

- Nelson \ Nygaard modified their fee to include an analysis of six intersections and that has ben reflected in Task 3.3.4.
- Impact Campaign modified their fee to include a pre-charrette phone surveying that has been reflected in Task 1.2.4

OPTIONAL TASKS & FEES

We also include here optional tasks, separated out as requested. There are only two firms who have provided those options as discussed in our collective call.

File 4: Weitzman & Associates Memo re: Optional Tasks and Fees.

They are providing a range of fees for land valuation work. The scope is detailed in their memo. Fee varies greatly depending on detail of area selected. $20k - $80k. We understand you are unlikely to request this additional work, but have included it nevertheless.

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Impact Campaign: Additional Fees for the following optional tasks.

Task 2.1.3: Additional town-hall style meeting outside of Beulah area. (up to $1,750 per event, including AV and venue fees)
In addition to the community-focused Charrette, the team will coordinate and host secondary town-hall style public input meetings at other locations in the county to ensure taxpayer input into the project. Each meeting will include media outreach, social media marketing, neighborhood outreach, venue management, and written or online surveys of participants. Does not include cost of principal subject matter expert.

For potential additional services, we have included the DPZ Team's hourly rates on page 3 of this memo. It lists personnel from each firm.

Regards, on behalf of the collective DPZ team.



Partner

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Hourly Rates Per Consultant/Firm for Additional Services

FIRM	PERSONNEL	TITLE	HOURLY RATE
DPZ CoDESIGN	Marina Khoury	Partner	$ 300.00
	Michael Weich	Project Manager/ Senior Designer	$ 175.00
	Xavier Iglesias	Senior Designer	$ 175.00
	Greg Littell + others	Designers 1 & 2	$ 120.00
	Chris Ritter	Illustrator	$ 200.00
IMPACT CAMPAIGN	Travis Peterson	Partner	$ 200.00
	Brooke Fleming	Project Manager	$ 100.00
GIT CONSULTING	Georgio Tachiev	Principal Engineer	$ 225.00
	Shahinur Rahman	Senior Civil Engineer	$ 175.00
	Enrique Hernandez	Project Engineer	$ 125.00
WEITZMAN & ASSOCIATES	Peter Bazeli	Principal Engineer	$ 375.00
	Joshua Levitt	Assistant Vice President	$ 250.00
	Peter Carle	Senior Associate	$ 200.00
	Giovanni Wrobel	Senior Associate	$ 200.00
	Marie-Danielle Faucher	Senior Vice President	$ 300.00
	Keith Brenan	Principal	$ 375.00
	Catherine Tam	Vice President	$ 275.00
URBAN 3	Joe Minicozzi	Principal Engineer	$ 300.00
	Cate Ryba	COO/Planner	$ 200.00
	Phillip Walters	Project Manager/Planner	$ 160.00
	Josh McCarty	Lead Analyst	$ 150.00
	Will Creasy	Analyst	$ 120.00
	Kate Sales	Analyst	$ 100.00
	Andrew Clum	Analyst	$ 100.00
	Caitlen Nelis-Masters	Administrative	$ 62.00
NELSON \ NYGAARD	Jeff Tumlin	Project Advisor	$ 300.00
	Meritxell Font	Project Manager	$ 195.00
	Iain Banks	Deputy Project Manager	$ 165.00
	Jim Watson	Traffic Lead	$ 180.00
	Matthias Neill	Associate/Support Staff	$ 100.00
	Michael Carraher	GIS Analyst	$ 110.00
SPECK & ASSOCIATES	Jeff Speck	Partner	$ 400.00

DPZ CODESIGN

Invoice Schedule

(also available in excel spreadsheet)

Total Consultant Fees			
TASK / PERSON		Total Fee $	
Hourly Rate	Tasks	Total Fees	% of Fee
Phase 1	ASSESSMENT & ANALYSES	$ 297,690	26%
1.1	Conduct kick-off	$ 40,960	4%
1.2	Gather and Assess Existing Conditions	$ 102,170	9%
1.3	Conduct Market and Fiscal Analyses	$ 39,040	3%
1.4	Define Public Engagement Plan	$ 48,260	4%
1.5	Provide Urban Diagnostics Report	$ 67,260	6%
Phase 2	SCENARIO PLANNING	$ 441,380	39%
2.1	Conduct multi-day Charrette	$ 158,390	14%
2.2	Develop Master Plan Options	$ 96,920	9%
2.3	Evaluate & Synthesize Plans	$ 53,880	5%
2.4	Assess and Document Stakeholder Input	$ 24,560	2%
2.5	Provide Scenario Plan Report	$ 71,850	6%
2.6	Conduct Presentations(s)	$ 35,780	3%
Phase 3	IMPLEMENTATION STRATEGY	$ 324,815	29%
3.1	Refine preferred master plan(s)	$ 56,795	5%
3.2	Draft Implementation Strategies	$ 75,060	7%
3.3	Draft Design Standards	$ 82,340	7%
3.4	Assess And Document Stakeholder Input	$ 18,370	2%
3.5	Provide Implementation Report	$ 55,820	5%
3.6	Conduct presentation(s)	$ 36,430	3%
TOTAL FEE /CONSULTANT		$ 1,063,885	93%
PROJECT MANAGEMENT FEE (7%)		$ 74,472	7%
Phase 1 Management		$ 24,824	
Phase 2 Management		$ 24,824	
Phase 3 Management		$ 24,824	
GRAND TOTAL FEE		$ 1,138,357	100%

Invoice Schedule		
Invoice # (+ Tasks)		Invoice Amount
TOTAL FOR PHASE 1 + 1/3 PROJECT MANAGEMENT		$ 322,514
Month 0: Invoice 1 for Project Initiation: Ph. 1 Management		$ 24,824
Month 1: Invoice 2 for Task 1.1		$ 40,960
Month 2: Invoice 3 for Task 1.2 and Task 1.4		$ 150,430
Month 3: Invoice 4 for Task 1.3 and Task 1.5		$ 106,300
% of TOTAL FEE		28%
TOTAL FOR PHASE 2 + 1/3 PROJECT MANAGEMENT		$ 466,204
Month 4: Invoice 5 for Task 2.1		$ 158,390
Month 5: Invoice 6 for Tasks 2.2, 2.3 and 2.4		$ 175,360
Month 6: Invoice 7 for Tasks 2.5, 2.6 and Ph. 2 Management		$ 132,454
% of TOTAL FEE		41%
TOTAL FOR PHASE 3 + 1/3 PROJECT MANAGEMENT		$ 349,639
Month 7: Invoice 8 for Task 3.1		$ 56,795
Month 8: Invoice 9 for Tasks 3.2, 3.3 and 3.4		$ 175,770
Month 9: Invoice 10 for Tasks 3.5, 3.6 & Ph. 3 Management		$ 117,074
% of TOTAL FEE		31%

Exhibit "C"

Total Consultant Fees			
TASK / PERSON		Total Fee $	
Hourly Rate	Tasks	Total Fees	% of Fee
Phase 1	**ASSESSMENT & ANALYSES**	**$ 317,690**	**27%**
1.1	**Conduct kick-off**	**$ 40,960**	**4%**
1.2	**Gather and Assess Existing Conditions**	**$ 102,170**	**9%**
1.3	**Conduct Market and Fiscal Analyses**	**$ 39,040**	**3%**
1.4	**Define Public Engagement Plan**	**$ 68,260**	**6%**
1.5	**Provide Urban Diagnostics Report**	**$ 67,260**	**6%**
Phase 2	**SCENARIO PLANNING**	**$ 441,380**	**38%**
2.1	**Conduct multi-day Charrette**	**$ 158,390**	**14%**
2.2	**Develop Master Plan Options**	**$ 96,920**	**8%**
2.3	**Evaluate & Synthesize Plans**	**$ 53,880**	**5%**
2.4	**Assess and Document Stakeholder Input**	**$ 24,560**	**2%**
2.5	**Provide Scenario Plan Report**	**$ 71,850**	**6%**
2.6	**Conduct Presentations(s)**	**$ 35,780**	**3%**
Phase 3	**IMPLEMENTATION STRATEGY**	**$ 324,815**	**28%**
3.1	**Refine preferred master plan(s)**	**$ 56,795**	**5%**
3.2	**Draft Implementation Strategies**	**$ 75,060**	**6%**
3.3	**Draft Design Standards**	**$ 82,340**	**7%**
3.4	**Assess And Document Stakeholder Input**	**$ 18,370**	**2%**
3.5	**Provide Implementation Report**	**$ 55,820**	**5%**
3.6	**Conduct presentation(s)**	**$ 36,430**	**3%**
TOTAL FEE /CONSULTANT		**$1,083,885**	**93%**
PROJECT MANAGEMENT FEE (7%)		**$ 75,872**	**7%**
Phase 1 Management		$ 25,291	
Phase 2 Management		$ 25,291	
Phase 3 Management		$ 25,291	
GRAND TOTAL FEE		**$1,159,757**	**100%**

Invoice Schedule		
Invoice # (+ Tasks)	Invoice Amount	
TOTAL FOR PHASE 1 + 1/3 PROJECT MANAGEMENT	**$ 342,981**	$ 342,981
Month 0: Invoice 1 for Project Initiation: Ph. 1 Management	$ 25,291	
Month 1: Invoice 2 for Task 1.1	$ 40,960	
Month 2: Invoice 3 for Task 1.2 and Task 1.4	$ 170,430	
Month 3: Invoice 4 for Task 1.3 and Task 1.5	$ 106,300	
% of TOTAL FEE	**30%**	
TOTAL FOR PHASE 2 + 1/3 PROJECT MANAGEMENT	**$ 466,671**	$ 466,671
Month 4: Invoice 5 for Task 2.1	$ 158,390	
Month 5: Invoice 6 for Tasks 2.2, 2.3 and 2.4	$ 175,360	
Month 6: Invoice 7 for Tasks 2.5, 2.6 and Ph. 2 Management	$ 132,921	
% of TOTAL FEE	**40%**	
TOTAL FOR PHASE 3 + 1/3 PROJECT MANAGEMENT	**$ 350,106**	$ 350,106
Month 7: Invoice 8 for Task 3.1	$ 56,795	
Month 8: Invoice 9 for Tasks 3.2, 3.3 and 3.4	$ 175,770	
Month 9: Invoice 10 for Tasks 3.5, 3.6 & Ph. 3 Management	$ 117,541	
% of TOTAL FEE	**30%**	

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Exhibit "C"

Total Consultant Fees																					
TASK / PERSON		DPZ		IMPACT		GIT		WEITZMAN		URBAN 3		N/N		SPECK		Total Hours	Total Fee $				
Hourly Rate	Tasks	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Total Hours	Total Fees	% of Fee			
Phase 1	**ASSESSMENT & ANALYSES**	**676**	**$ 121,560**	**420**	**$ 40,500**	**136**	**$ 21,600**	**230**	**$ 58,050**	**146**	**$ 21,400**	**230**	**$ 33,380**	**3**	**$ 1,200**	**1841**	**$ 317,690**	**27%**			
1.1	**Conduct kick-off**	60	$ 12,840	16	$ 2,400	22	$ 3,750	54	$ 14,850	24	$ 2,880	30	$ 4,240	0	$ -	**206**	**$ 40,960**	**4%**			
1.2	**Gather and Assess Existing Conditions**	300	$ 53,400	0	$ -	78	$ 12,150	56	$ 13,800	20	$ 2,640	132	$ 19,380	2	$ 800	**588**	**$ 102,170**	**9%**			
1.3	**Conduct Market and Fiscal Analyses**	24	$ 4,760	0	$ -	0	$ -	108	$ 26,100	48	$ 6,400	14	$ 1,780	0	$ -	**194**	**$ 39,040**	**3%**			
1.4	**Define Public Engagement Plan**	28	$ 5,960	404	$ 58,100	0	$ -	0	$ -	14	$ 4,200	0	$ -	0	$ -	**446**	**$ 68,260**	**6%**			
1.5	**Provide Urban Diagnostics Report**	264	$ 44,600	0	$ -	36	$ 5,700	12	$ 3,300	40	$ 5,280	54	$ 7,980	1	$ 400	**407**	**$ 67,260**	**6%**			
Phase 2	**SCENARIO PLANNING**	**1132**	**$ 223,320**	**166**	**$ 24,900**	**304**	**$ 48,100**	**118**	**$ 33,950**	**142**	**$ 27,560**	**392**	**$ 61,950**	**54**	**$ 21,600**	**2524**	**$ 441,380**	**38%**			
2.1	**Conduct multi-day Charrette**	360	$ 65,400	110	$ 16,500	58	$ 10,850	54	$ 14,850	48	$ 9,600	176	$ 28,390	32	$ 12,800	**838**	**$ 158,390**	**14%**			
2.2	**Develop Master Plan Options**	460	$ 68,600	0	$ -	84	$ 13,500	12	$ 3,900	0	$ -	30	$ 6,120	12	$ 4,800	**598**	**$ 96,920**	**8%**			
2.3	**Evaluate & Synthesize Plans**	176	$ 28,400	0	$ -	0	$ -	8	$ 2,400	44	$ 5,840	116	$ 17,240	0	$ -	**344**	**$ 53,880**	**5%**			
2.4	**Assess and Document Stakeholder Input**	40	$ 8,560	22	$ 3,300	76	$ 10,300	8	$ 2,400	0	$ -	0	$ -	0	$ -	**146**	**$ 24,560**	**2%**			
2.5	**Provide Scenario Plan Report**	280	$ 45,200	16	$ 2,400	54	$ 8,250	16	$ 4,800	26	$ 4,920	42	$ 5,480	2	$ 800	**436**	**$ 71,850**	**6%**			
2.6	**Conduct Presentations(s)**	32	$ 7,160	18	$ 2,700	32	$ 5,200	20	$ 5,600	24	$ 7,200	28	$ 4,720	8	$ 3,200	**162**	**$ 35,780**	**3%**			
Phase 3	**IMPLEMENTATION STRATEGY**	**1060**	**$ 187,520**	**66**	**$ 9,900**	**347**	**$ 54,225**	**68**	**$ 19,450**	**84**	**$ 17,600**	**182**	**$ 28,920**	**18**	**$ 7,200**	**1825**	**$ 324,815**	**28%**			
3.1	**Refine preferred master plan(s)**	188	$ 34,700	20	$ 3,000	53	$ 6,875	12	$ 3,300	0	$ -	34	$ 5,720	8	$ 3,200	**315**	**$ 56,795**	**5%**			
3.2	**Draft Implementation Strategies**	208	$ 37,000	0	$ -	80	$ 12,000	18	$ 5,400	24	$ 4,320	104	$ 15,540	2	$ 800	**436**	**$ 75,060**	**6%**			
3.3	**Draft Design Standards**	360	$ 64,200	0	$ -	72	$ 12,000	0	$ -	0	$ -	16	$ 2,940	8	$ 3,200	**456**	**$ 82,340**	**7%**			
3.4	**Assess And Document Stakeholder Input**	40	$ 8,560	22	$ 3,300	4	$ 700	6	$ 1,650	20	$ 4,160	0	$ -	0	$ -	**92**	**$ 18,370**	**2%**			
3.5	**Provide Implementation Report**	232	$ 35,900	0	$ -	92	$ 14,700	12	$ 3,300	16	$ 1,920	0	$ -	0	$ -	**352**	**$ 55,820**	**5%**			
3.6	**Conduct presentation(s)**	32	$ 7,160	24	$ 3,600	46	$ 7,950	20	$ 5,800	24	$ 7,200	28	$ 4,720	0	$ -	**174**	**$ 36,430**	**3%**			
TOTAL FEE /CONSULTANT		**3084**	**$ 532,400**	**652**	**$ 95,300**	**787**	**$ 123,925**	**416**	**$ 111,450**	**372**	**$ 66,560**	**804**	**$ 124,250**	**75**	**$ 30,000**	**6190**	**$1,083,885**	**93%**			
PERCENTAGE OF TOTAL FEE/ CONSULTANT			52.4%		8.2%		10.7%		9.6%		5.7%		10.7%		2.6%		100.0%				
PROJECT MANAGEMENT FEE (7%)		**$**	**75,872**													**$**	**75,872**	**7%**			
Phase 1 Management		$	25,291																		
Phase 2 Management		$	25,291																		
Phase 3 Management		$	25,291																		
GRAND TOTAL FEE		**$**	**608,272**	**$**	**95,300**	**$**	**123,925**	**$**	**111,450**	**$**	**66,560**	**$**	**124,250**	**$**	**30,000**	**$**	**1,159,757**	**100%**			

Exhibit "C"

DPZ Fees																	
TASK / PERSON		**Partner - Marina Khoury**		**PM/Sr. Designer - Mike Weich**		**Senior Designer - Xavier Iglesias**		**Designer 1 - Greg Littell**		**Designer 2**		**Illustrator - Chris Ritter**		**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours	300	Hours	175	Hours	175	Hours	120	Hours	120	Hours	200		
Phase 1	**ASSESSMENT & ANALYSES**	**144**	**$ 43,200**	**240**	**$ 42,000**	**24**	**$ 4,200**	**268**	**$ 32,160**	**0**	**$ -**	**0**	**$ -**	**676**	**$ 121,560**
1.1	**Conduct kick-off**	24	$ 7,200	24	$ 4,200	0	$ -	12	$ 1,440	0	$ -	0	$ -	**60**	**$ 12,840**
1.2	**Gather and Assess Existing Conditions**	60	$ 18,000	120	$ 21,000	0	$ -	120	$ 14,400	0	$ -	0	$ -	**300**	**$ 53,400**
1.3	**Conduct Market and Fiscal Analyses**	8	$ 2,400	8	$ 1,400	0	$ -	8	$ 960	0	$ -	0	$ -	**24**	**$ 4,760**
1.4	**Define Public Engagement Plan**	12	$ 3,600	8	$ 1,400	0	$ -	8	$ 960	0	$ -	0	$ -	**28**	**$ 5,960**
1.5	**Provide Urban Diagnostics Report**	40	$ 12,000	80	$ 14,000	24	$ 4,200	120	$ 14,400	0	$ -	0	$ -	**264**	**$ 44,600**
Phase 2	**SCENARIO PLANNING**	**168**	**$ 50,400**	**284**	**$ 49,700**	**140**	**$ 24,500**	**396**	**$ 47,520**	**260**	**$ 31,200**	**100**	**$ 20,000**	**1348**	**$ 223,320**
2.1	**Conduct multi-day Charrette**	60	$ 18,000	60	$ 10,500	60	$ 10,500	60	$ 7,200	60	$ 7,200	60	$ 12,000	**360**	**$ 65,400**
2.2	**Develop Master Plan Options**	20	$ 6,000	80	$ 14,000	40	$ 7,000	120	$ 14,400	160	$ 19,200	40	$ 8,000	**460**	**$ 68,600**
2.3	**Evaluate & Synthesize Plans**	16	$ 4,800	40	$ 7,000	40	$ 7,000	80	$ 9,600	0	$ -	0	$ -	**176**	**$ 28,400**
2.4	**Assess and Document Stakeholder Input**	16	$ 4,800	16	$ 2,800	0	$ -	8	$ 960	0	$ -	0	$ -	**40**	**$ 8,560**
2.5	**Provide Scenario Plan Report**	40	$ 12,000	80	$ 14,000	0	$ -	120	$ 14,400	40	$ 4,800	0	$ -	**280**	**$ 45,200**
2.6	**Conduct Presentations(s)**	16	$ 4,800	8	$ 1,400	0	$ -	8	$ 960	0	$ -	0	$ -	**32**	**$ 7,160**
Phase 3	**IMPLEMENTATION STRATEGY**	**200**	**$ 60,000**	**344**	**$ 60,200**	**40**	**$ 7,000**	**336**	**$ 40,320**	**100**	**$ 12,000**	**40**	**$ 8,000**	**1060**	**$ 187,520**
3.1	**Refine preferred master plan(s)**	24	$ 7,200	60	$ 10,500	24	$ 4,200	40	$ 4,800	0	$ -	40	$ 8,000	**188**	**$ 34,700**
3.2	**Draft Implementation Strategies**	40	$ 12,000	80	$ 14,000	8	$ 1,400	80	$ 9,600	0	$ -	0	$ -	**208**	**$ 37,000**
3.3	**Draft Design Standards**	80	$ 24,000	120	$ 21,000	0	$ -	120	$ 14,400	40	$ 4,800	0	$ -	**360**	**$ 64,200**
3.4	**Assess And Document Stakeholder Input**	16	$ 4,800	16	$ 2,800	0	$ -	8	$ 960	0	$ -	0	$ -	**40**	**$ 8,560**
3.5	**Provide Implementation Report**	24	$ 7,200	60	$ 10,500	8	$ 1,400	80	$ 9,600	60	$ 7,200	0	$ -	**232**	**$ 35,900**
3.6	**Conduct presentation(s)**	16	$ 4,800	8	$ 1,400	0	$ -	8	$ 960	0	$ -	0	$ -	**32**	**$ 7,160**
TOTAL FEE		**512**	**$ 153,600**	**868**	**$ 151,900**	**204**	**$ 35,700**	**1000**	**$ 120,000**	**360**	**$ 43,200**	**140**	**$ 28,000**	**3084**	**$ 532,400**

Exhibit "C"

IMPACT CAMPAIGN Fees																	
TASK / PERSON		**Partner - Travis Peterson**		**Project Manager - Brooke Fleming**		**N/A**		**N/A**		**N/A**		**N/A**		**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours	200	Hours	100	Hours	0	Hours	0	Hours	0	Hours	0		
Phase 1	**ASSESSMENT & ANALYSES**	**185**	**$ 37,000**	**235**	**$ 23,500**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**420**	**$ 60,500**
1.1	**Conduct kick-off**	8	$ 1,600	8	$ 800	0	$ -	0	$ -	0	$ -	0	$ -	**16**	**$ 2,400**
1.2	**Gather and Assess Existing Conditions**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.3	**Conduct Market and Fiscal Analyses**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.4	**Define Public Engagement Plan (w/ support)**	177	$ 35,400	227	$ 22,700	0	$ -	0	$ -	0	$ -	0	$ -	**404**	**$ 58,100**
1.5	**Provide Urban Diagnostics Report**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
Phase 2	**SCENARIO PLANNING**	**83**	**$ 16,600**	**83**	**$ 8,300**									**166**	**$ 24,900**
2.1	**Conduct multi-day Charrette**	55	$ 11,000	55	$ 5,500	0	$ -	0	$ -	0	$ -	0	$ -	**110**	**$ 16,500**
2.2	**Develop Master Plan Options**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.3	**Evaluate & Synthesize Plans**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.4	**Assess and Document Stakeholder Input**	11	$ 2,200	11	$ 1,100	0	$ -	0	$ -	0	$ -	0	$ -	**22**	**$ 3,300**
2.5	**Provide Scenario Plan Report**	8	$ 1,600	8	$ 800	0	$ -	0	$ -	0	$ -	0	$ -	**16**	**$ 2,400**
2.6	**Conduct Presentations(s)**	9	$ 1,800	9	$ 900	0	$ -	0	$ -	0	$ -	0	$ -	**18**	**$ 2,700**
Phase 3	**IMPLEMENTATION STRATEGY**	**33**	**$ 6,600**	**33**	**$ 3,300**									**66**	**$ 9,900**
3.1	**Refine preferred master plan(s)**	10	$ 2,000	10	$ 1,000	0	$ -	0	$ -	0	$ -	0	$ -	**20**	**$ 3,000**
3.2	**Draft Implementation Strategies**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.3	**Draft Design Standards**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.4	**Assess And Document Stakeholder Input**	11	$ 2,200	11	$ 1,100	0	$ -	0	$ -	0	$ -	0	$ -	**22**	**$ 3,300**
3.5	**Provide Implementation Report**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.6	**Conduct presentation(s)**	12	$ 2,400	12	$ 1,200	0	$ -	0	$ -	0	$ -	0	$ -	**24**	**$ 3,600**
TOTAL FEE		**301**	**$ 60,200**	**351**	**$ 35,100**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**652**	**$ 95,300**
*** Task includes a Pre-Charrette Phone Survey**															

Exhibit "C"

GIT Fees																	
TASK / PERSON		**Principal Engineer**		**Project Manager**		**Senior Civil Engineer**		**Designer 1**		**Project Engineer**		**N/A**		**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours	225	Hours	175	Hours	175	Hours	120	Hours	125	Hours	0		
Phase 1	**ASSESSMENT & ANALYSES**	**4**	**$ 900**	**0**	**$ -**	**84**	**$ 14,700**	**0**	**$ -**	**48**	**$ 6,000**	0	$ -	**136**	**$ 21,600**
1.1	**Conduct kick-off**	4	$ 900	0	$ -	12	$ 2,100	0	$ -	6	$ 750	0	$ -	**22**	**$ 3,750**
1.2	**Gather and Assess Existing Conditions**	0	$ -	0	$ -	48	$ 8,400	0	$ -	30	$ 3,750	0	$ -	**78**	**$ 12,150**
1.3	**Conduct Market and Fiscal Analyses**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.4	**Define Public Engagement Plan**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.5	**Provide Urban Diagnostics Report**	0	$ -	0	$ -	24	$ 4,200	0	$ -	12	$ 1,500	0	$ -	**36**	**$ 5,700**
Phase 2	**SCENARIO PLANNING**	**34**	**$ 7,650**	**0**	**$ -**	**134**	**$ 23,450**	**0**	**$ -**	**136**	**$ 17,000**	0	$ -	**304**	**$ 48,100**
2.1	**Conduct multi-day Charrette**	30	$ 6,750	0	$ -	12	$ 2,100	0	$ -	16	$ 2,000	0	$ -	**58**	**$ 10,850**
2.2	**Develop Master Plan Options**	0	$ -	0	$ -	60	$ 10,500	0	$ -	24	$ 3,000	0	$ -	**84**	**$ 13,500**
2.3	**Evaluate & Synthesize Plans**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.4	**Assess and Document Stakeholder Input**	0	$ -	0	$ -	16	$ 2,800	0	$ -	60	$ 7,500	0	$ -	**76**	**$ 10,300**
2.5	**Provide Scenario Plan Report**	0	$ -	0	$ -	30	$ 5,250	0	$ -	24	$ 3,000	0	$ -	**54**	**$ 8,250**
2.6	**Conduct Presentations(s)**	4	$ 900	0	$ -	16	$ 2,800	0	$ -	12	$ 1,500	0	$ -	**32**	**$ 5,200**
Phase 3	**IMPLEMENTATION STRATEGY**	**16**	**$ 3,600**	**0**	**$ -**	**185**	**$ 32,375**	**0**	**$ -**	**146**	**$ 18,250**	0	$ -	**347**	**$ 54,225**
3.1	**Refine preferred master plan(s)**	0	$ -	0	$ -	5	$ 875	0	$ -	48	$ 6,000	0	$ -	**53**	**$ 6,875**
3.2	**Draft Implementation Strategies**	0	$ -	0	$ -	40	$ 7,000	0	$ -	40	$ 5,000	0	$ -	**80**	**$ 12,000**
3.3	**Draft Design Standards**	0	$ -	0	$ -	60	$ 10,500	0	$ -	12	$ 1,500	0	$ -	**72**	**$ 12,000**
3.4	**Assess And Document Stakeholder Input**	0	$ -	0	$ -	4	$ 700	0	$ -	0	$ -	0	$ -	**4**	**$ 700**
3.5	**Provide Implementation Report**	12	$ 2,700	0	$ -	40	$ 7,000	0	$ -	40	$ 5,000	0	$ -	**92**	**$ 14,700**
3.6	**Conduct presentation(s)**	4	$ 900	0	$ -	36	$ 6,300	0	$ -	6	$ 750	0	$ -	**46**	**$ 7,950**
TOTAL FEE		**54**	**$ 12,150**	**0**	**$ -**	**403**	**$ 70,525**	**0**	**$ -**	**330**	**$ 41,250**	0	$ -	**787**	**$ 123,925**

Exhibit "C"

WEITZMAN & ASSOCIATES Fees																	
TASK / PERSON		**Partner - Peter Bazeli**			**Assistant Vice President - Joshua Levitt**			**Senior Associate - Peter Carle**			**Associate**			**N/A**			**N/A**			**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours		375	Hours		250	Hours		200	Hours		120	Hours		120	Hours		200		
Phase 1	**ASSESSMENT & ANALYSES**	**42**	**$**	**15,750**	**94**	**$**	**23,500**	**94**	**$**	**18,800**	**0**	**$**	**-**	0	$	-	0	$	-	**230**	**$ 58,050**
1.1	**Conduct kick-off**	18	$	6,750	18	$	4,500	18	$	3,600	0	$	-	0	$	-	0	$	-	**54**	**$ 14,850**
1.2	**Gather and Assess Existing Conditions**	8	$	3,000	24	$	6,000	24	$	4,800	0	$	-	0	$	-	0	$	-	**56**	**$ 13,800**
1.3	**Conduct Market and Fiscal Analyses**	12	$	4,500	48	$	12,000	48	$	9,600	0	$	-	0	$	-	0	$	-	**108**	**$ 26,100**
1.4	**Define Public Engagement Plan**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
1.5	**Provide Urban Diagnostics Report**	4	$	1,500	4	$	1,000	4	$	800	0	$	-	0	$	-	0	$	-	**12**	**$ 3,300**
Phase 2	**SCENARIO PLANNING**	**50**	**$**	**18,750**	**32**	**$**	**8,000**	**36**	**$**	**7,200**	**0**	**$**	**-**	0	$	-	0	$	-	**118**	**$ 33,950**
2.1	**Conduct multi-day Charrette**	18	$	6,750	18	$	4,500	18	$	3,600	0	$	-	0	$	-	0	$	-	**54**	**$ 14,850**
2.2	**Develop Master Plan Options**	8	$	3,000	2	$	500	2	$	400	0	$	-	0	$	-	0	$	-	**12**	**$ 3,900**
2.3	**Evaluate & Synthesize Plans**	4	$	1,500	2	$	500	2	$	400	0	$	-	0	$	-	0	$	-	**8**	**$ 2,400**
2.4	**Assess and Document Stakeholder Input**	4	$	1,500	2	$	500	2	$	400	0	$	-	0	$	-	0	$	-	**8**	**$ 2,400**
2.5	**Provide Scenario Plan Report**	8	$	3,000	4	$	1,000	4	$	800	0	$	-	0	$	-	0	$	-	**16**	**$ 4,800**
2.6	**Conduct Presentations(s)**	8	$	3,000	4	$	1,000	8	$	1,600	0	$	-	0	$	-	0	$	-	**20**	**$ 5,600**
Phase 3	**IMPLEMENTATION STRATEGY**	**26**	**$**	**9,750**	**26**	**$**	**6,500**	**16**	**$**	**3,200**	**0**	**$**	**-**	0	$	-	0	$	-	**68**	**$ 19,450**
3.1	**Refine preferred master plan(s)**	4	$	1,500	4	$	1,000	4	$	800	0	$	-	0	$	-	0	$	-	**12**	**$ 3,300**
3.2	**Draft Implementation Strategies**	8	$	3,000	8	$	2,000	2	$	400	0	$	-	0	$	-	0	$	-	**18**	**$ 5,400**
3.3	**Draft Design Standards**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
3.4	**Assess And Document Stakeholder Input**	2	$	750	2	$	500	2	$	400	0	$	-	0	$	-	0	$	-	**6**	**$ 1,650**
3.5	**Provide Implementation Report**	4	$	1,500	4	$	1,000	4	$	800	0	$	-	0	$	-	0	$	-	**12**	**$ 3,300**
3.6	**Conduct presentation(s)**	8	$	3,000	8	$	2,000	4	$	800	0	$	-	0	$	-	0	$	-	**20**	**$ 5,800**
TOTAL FEE		**118**	**$**	**44,250**	**152**	**$**	**38,000**	**146**	**$**	**29,200**	**0**	**$**	**-**	0	$	-	0	$	-	**416**	**$ 111,450**

Exhibit "C"

URBAN 3 Fees																	
TASK / PERSON		**Principal - Joe Minicozzi**		**Project Manager - Cate Ryba**		**Senior Analyst - Phillip Walters**		**Analyst - Will Creasy**		**Analyst - Andrew Clum**		**N/A**		**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours	300	Hours	200	Hours	160	Hours	120	Hours	100	Hours	200		
Phase 1	**ASSESSMENT & ANALYSES**	**14**	**$ 4,200**	**6**	**$ 1,200**	**22**	**$ 3,520**	**104**	**$ 12,480**	**0**	**$ -**	0	$ -	**146**	**$ 21,400**
1.1	**Conduct kick-off**	0	$ -	0	$ -	0	$ -	24	$ 2,880	0	$ -	0	$ -	**24**	**$ 2,880**
1.2	**Gather and Assess Existing Conditions**	0	$ -	2	$ 400	2	$ 320	16	$ 1,920	0	$ -	0	$ -	**20**	**$ 2,640**
1.3	**Conduct Market and Fiscal Analyses**	0	$ -	0	$ -	16	$ 2,560	32	$ 3,840	0	$ -	0	$ -	**48**	**$ 6,400**
1.4	**Define Public Engagement Plan**	14	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**14**	**$ 4,200**
1.5	**Provide Urban Diagnostics Report**	0	$ -	4	$ 800	4	$ 640	32	$ 3,840	0	$ -	0	$ -	**40**	**$ 5,280**
Phase 2	**SCENARIO PLANNING**	**58**	**$ 17,400**	**2**	**$ 400**	**10**	**$ 1,600**	**48**	**$ 5,760**	**24**	**$ 2,400**	0	$ -	**142**	**$ 27,560**
2.1	**Conduct multi-day Charrette**	24	$ 7,200	0	$ -	0	$ -	0	$ -	24	$ 2,400	0	$ -	**48**	**$ 9,600**
2.2	**Develop Master Plan Options**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.3	**Evaluate & Synthesize Plans**	0	$ -	2	$ 400	10	$ 1,600	32	$ 3,840	0	$ -	0	$ -	**44**	**$ 5,840**
2.4	**Assess and Document Stakeholder Input**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.5	**Provide Scenario Plan Report**	10	$ 3,000	0	$ -	0	$ -	16	$ 1,920	0	$ -	0	$ -	**26**	**$ 4,920**
2.6	**Conduct Presentations(s)**	24	$ 7,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**24**	**$ 7,200**
Phase 3	**IMPLEMENTATION STRATEGY**	**40**	**$ 12,000**	**4**	**$ 800**	**0**	**$ -**	**40**	**$ 4,800**	**0**	**$ -**	0	$ -	**84**	**$ 17,600**
3.1	**Refine preferred master plan(s)**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.2	**Draft Implementation Strategies**	8	$ 2,400	0	$ -	0	$ -	16	$ 1,920	0	$ -	0	$ -	**24**	**$ 4,320**
3.3	**Draft Design Standards**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.4	**Assess And Document Stakeholder Input**	8	$ 2,400	4	$ 800	0	$ -	8	$ 960	0	$ -	0	$ -	**20**	**$ 4,160**
3.5	**Provide Implementation Report**	0	$ -	0	$ -	0	$ -	16	$ 1,920	0	$ -	0	$ -	**16**	**$ 1,920**
3.6	**Conduct presentation(s)**	24	$ 7,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**24**	**$ 7,200**
TOTAL FEE		**112**	**$ 33,600**	**12**	**$ 2,400**	**32**	**$ 5,120**	**192**	**$ 23,040**	**24**	**$ 2,400**	0	$ -	**372**	**$ 66,560**

Exhibit "C"

NELSON/NYGAARD Fees																					
TASK / PERSON		**Project Advisor -Jeff Tumlin**			**Project Manager - Meritxell Font**			**Deputy Project Manager -Meritxell Font**			**Traffic Lead -Jim Watson**			**Associate/Support Staff - Matthias Neill**			**GIS Analayst -Michael Carraher**			**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours		300	Hours		195	Hours		165	Hours		180	Hours		100	Hours		110		
Phase 1	**ASSESSMENT & ANALYSES**	**6**	**$**	**1,800**	**38**	**$**	**8,970**	**30**	**$**	**4,950**	**26**	**$**	**6,120**	**100**	**$**	**10,000**	**14**	**$**	**1,540**	**230**	**$ 33,380**
1.1	**Conduct kick-off**	0	$	-	10	$	1,950	2	$	330	2	$	360	16	$	1,600	0	$	-	**30**	**$ 4,240**
1.2	**Gather and Assess Existing Conditions**	4	$	1,200	24	$	4,680	16	$	2,640	24	$	4,320	50	$	5,000	14	$	1,540	**132**	**$ 19,380**
1.3	**Conduct Market and Fiscal Analyses**	0	$	-	4	$	780	0	$	-	0	$	-	10	$	1,000	0	$	-	**14**	**$ 1,780**
1.4	**Define Public Engagement Plan**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
1.5	**Provide Urban Diagnostics Report**	2	$	600	8	$	1,560	12	$	1,980	8	$	1,440	24	$	2,400	0	$	-	**54**	**$ 7,980**
Phase 2	**SCENARIO PLANNING**	**24**	**$**	**7,200**	**114**	**$**	**22,230**	**24**	**$**	**3,960**	**60**	**$**	**12,240**	**150**	**$**	**15,000**	**12**	**$**	**1,320**	**392**	**$ 61,950**
2.1	**Conduct multi-day Charrette**	12	$	3,600	58	$	11,310	0	$	-	36	$	6,480	70	$	7,000	0	$	-	**176**	**$ 28,390**
2.2	**Develop Master Plan Options**	6	$	1,800	8	$	1,560	8	$	1,320	8	$	1,440	0	$	-	0	$	-	**30**	**$ 6,120**
2.3	**Evaluate & Synthesize Plans**	2	$	600	24	$	4,680	16	$	2,640	24	$	4,320	50	$	5,000	0	$	-	**116**	**$ 17,240**
2.4	**Assess and Document Stakeholder Input**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
2.5	**Provide Scenario Plan Report**	2	$	600	8	$	1,560	0	$	-	0	$	-	20	$	2,000	12	$	1,320	**42**	**$ 5,480**
2.6	**Conduct Presentations(s)**	2	$	600	16	$	3,120	0	$	-	0	$	-	10	$	1,000	0	$	-	**28**	**$ 4,720**
Phase 3	**IMPLEMENTATION STRATEGY**	**10**	**$**	**3,000**	**48**	**$**	**9,360**	**28**	**$**	**4,620**	**28**	**$**	**5,040**	**58**	**$**	**5,800**	**10**	**$**	**1,100**	**182**	**$ 28,920**
3.1	**Refine preferred master plan(s)**	2	$	600	8	$	1,560	8	$	1,320	8	$	1,440	8	$	800	0	$	-	**34**	**$ 5,720**
3.2	**Draft Implementation Strategies**	6	$	1,800	16	$	3,120	16	$	2,640	16	$	2,880	40	$	4,000	10	$	1,100	**104**	**$ 15,540**
3.3	**Draft Design Standards**	0	$	-	8	$	1,560	4	$	660	4	$	720	0	$	-	0	$	-	**16**	**$ 2,940**
3.4	**Assess & Document Stakeholder Input**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
3.5	**Provide Implementation Report**	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	0	$	-	**0**	**$ -**
3.6	**Conduct presentation(s)**	2	$	600	16	$	3,120	0	$	-	0	$	-	10	$	1,000	0	$	-	**28**	**$ 4,720**
TOTAL FEE		**40**	**$**	**12,000**	**200**	**$**	**40,560**	**82**	**$**	**13,530**	**114**	**$**	**23,400**	**308**	**$**	**30,800**	**36**	**$**	**3,960**	**804**	**$ 124,250**

Exhibit "C"

SPECK Fees																	
TASK / PERSON		**Partner - Jeff Speck**		**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		**Total Hours**	**Total Fee $**
Hourly Rate	Tasks	Hours	400												
Phase 1	**ASSESSMENT & ANALYSES**	**3**	**$ 1,200**											**3**	**$ 1,200**
1.1	**Conduct kick-off**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.2	**Gather and Assess Existing Conditions**	2	$ 800	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**2**	**$ 800**
1.3	**Conduct Market and Fiscal Analyses**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.4	**Define Public Engagement Plan**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
1.5	**Provide Urban Diagnostics Report**	1	$ 400	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**1**	**$ 400**
Phase 2	**SCENARIO PLANNING**	**54**	**$ 21,600**											**54**	**$ 21,600**
2.1	**Conduct multi-day Charrette**	32	$ 12,800	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**32**	**$ 12,800**
2.2	**Develop Master Plan Options**	12	$ 4,800	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**12**	**$ 4,800**
2.3	**Evaluate & Synthesize Plans**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.4	**Assess and Document Stakeholder Input**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2.5	**Provide Scenario Plan Report**	2	$ 800	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**2**	**$ 800**
2.6A	**Conduct Walkability Presentations(s)**	8	$ 3,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**8**	**$ 3,200**
Phase 3	**IMPLEMENTATION STRATEGY**	**18**	**$ 7,200**											**18**	**$ 7,200**
3.1	**Refine preferred master plan(s)**	8	$ 3,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**8**	**$ 3,200**
3.2	**Draft Implementation Strategies**	2	$ 800	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**2**	**$ 800**
3.3	**Draft Design Standards**	8	$ 3,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**8**	**$ 3,200**
3.4	**Assess & Document Stakeholder Input**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.5	**Provide Implementation Report**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3.6	**Conduct presentation(s)**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
TOTAL FEE		**75**	**$ 30,000**	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**75**	**$ 30,000**

Exhibit "C"

		Expenses							
TASK / PERSON		DPZ	IMPACT	GIT	Weitzman	Urban3	N/N	SPECK	Total
Hourly Rate	Tasks								
Phase 1	ASSESSMENT & ANALYSES	$ 5,300	$ 150	$ 1,190	$ 8,850	$ 1,375	$ 7,500	$ -	$ 24,365
1.1	Conduct kick-off	$ 2,500	$ 150	$ 1,190	$ 3,050	$ 1,375	$ 1,000	$ -	$ 9,265
1.2	Gather and Assess Existing Conditions	$ -	$ -	$ -	$ 1,150	$ -	$ 6,500	$ -	$ 7,650
1.3	Conduct Market and Fiscal Analyses	$ -	$ -	$ -	$ 4,650	$ -	$ -	$ -	$ 4,650
1.4	Define Public Engagement Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.5	Provide Urban Diagnostics Report	$ 2,800	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,800
Phase 2	SCENARIO PLANNING	$ 17,500	$ 1,200	$ 1,740	$ 3,525	$ 3,400	$ 7,800	$ 7,800	$ 42,965
2.1	Conduct multi-day Charrette	$ 14,500	$ 750	$ 1,740	$ 2,500	$ 2,550	$ 6,800	$ 6,800	$ 35,640
2.2	Develop Master Plan Options	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.3	Evaluate & Synthesize Plans	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	Assess and Document Stakeholder Input	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.5	Provide Scenario Plan Report	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
2.6	Conduct Presentations(s)	$ 2,500	$ 450	$ -	$ 1,025	$ 850	$ 1,000	$ 1,000	$ 6,825
Phase 3	IMPLEMENTATION STRATEGY	$ 3,500	$ 600	$ -	$ 1,025	$ 1,100	$ 1,000	$ -	$ 7,225
3.1	Refine preferred master plan(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.2	Draft Implementation Strategies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.3	Draft Design Standards	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.4	Assess & Document Stakeholder Input	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.5	Provide Implementation Report	$ 1,000	$ 300	$ -	$ -	$ -	$ -	$ -	$ 1,300
3.6	Conduct presentation(s)	$ 2,500	$ 300	$ -	$ 1,025	$ 1,100	$ 1,000	$ -	$ 5,925
TOTAL ESTIMATED REIMBURSABLE EXPENSES		$ 26,300	$ 1,950	$ 2,930	$ 13,400	5,875	$ 16,300	$ 7,800	$ 74,555
TOTAL EXPENSES, PROPOSED CAP									$ 75,000

Exhibit "C"

TASK / PERSON		Expenses						
		Airfare	Food	Lodging	# of Days	# of People	Misc.	Total
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 5,300**
1.1	**Conduct kick-off**	$ 600	$ 75	$ 200	2	2	$ 200	$ 2,500
1.2	**Gather and Assess Existing Conditions**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.3	**Conduct Market and Fiscal Analyses**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ 600	$ 75	$ 200	2	2	$ 500	$ 2,800
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 17,500**
2.1	**Conduct multi-day Charrette**	$ 600	$ 75	$ 200	6	6	$ 1,000	$ 14,500
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ 500	$ 500
2.6	**Conduct Presentations(s)**	$ 600	$ 75	$ 200	2	2	$ 200	$ 2,500
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ 3,500**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75	$ 200	0	0	$ 1,000	$ 1,000
3.6	**Conduct presentation(s)**	$ 600	$ 75	$ 200	2	2	$ 200	$ 2,500
TOTAL FEE		**Do not fill**						**$ 26,300**

Exhibit "C"

TASK / PERSON		Expenses						
		Airfare	Food	Lodging	# of Days	# of People	Misc.	Total
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 150**
1.1	**Conduct kick-off**	$ -	$ 75		1	2	$ -	$ 150
1.2	**Gather and Assess Existing Conditions**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.3	**Conduct Market and Fiscal Analyses**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 1,200**
2.1	**Conduct multi-day Charrette**	$ -	$ 75		5	2	$ -	$ 750
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ -	$ 75		3	2	$ -	$ 450
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ 600**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75		2	2	$ -	$ 300
3.6	**Conduct presentation(s)**	$ -	$ 75		2	2	$ -	$ 300
TOTAL FEE		**Do not fill**						**$ 1,950**

Exhibit "C"

		Expenses						
TASK / PERSON		**Airfare**	**Food**	**Lodging**	**# of Days**	**# of People**	**Misc.**	**Total**
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 1,190**
1.1	**Conduct kick-off**	$ 600	$ 75	$ 200	2	1	$ 40	$ 1,190
1.2	**Gather and Assess Existing Conditions**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.3	**Conduct Market and Fiscal Analyses**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 1,740**
2.1	**Conduct multi-day Charrette**	$ 600	$ 75	$ 200	4	1	$ 40	$ 1,740
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ -**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.6	**Conduct presentation(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
TOTAL FEE		**Do not fill**						**$ 2,930**

Exhibit "C"

		Expenses						
TASK / PERSON		**Airfare**	**Food**	**Lodging**	**# of Days**	**# of People**	**Misc.**	**Total**
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 8,850**
1.1	**Conduct kick-off**	$ 600	$ 75	$ 200	3	2	$ 200	$ 3,050
1.2	**Gather and Assess Existing Conditions**	$ 500	$ 75	$ 200	2	1	$ 100	$ 1,150
1.3	**Conduct Market and Fiscal Analyses**	$ 600	$ 75	$ 200	2	3	$ 1,200	$ 4,650
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 3,525**
2.1	**Conduct multi-day Charrette**	$ 600	$ 75	$ 200	2	2	$ 200	$ 2,500
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ 600	$ 75	$ 200	1	1	$ 150	$ 1,025
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ 1,025**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.6	**Conduct presentation(s)**	$ 600	$ 75	$ 200	1	1	$ 150	$ 1,025
TOTAL FEE		**Do not fill**						**$ 13,400**

Exhibit "C"

		Expenses						
TASK / PERSON		**Airfare**	**Food**	**Lodging**	**# of Days**	**# of People**	**Misc.**	**Total**
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 1,375**
1.1	**Conduct kick-off**	$ 350	$ 75	$ 200	3	1	$ 200	$ 1,375
1.2	**Gather and Assess Existing Conditions**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.3	**Conduct Market and Fiscal Analyses**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 3,400**
2.1	**Conduct multi-day Charrette**	$ 350	$ 75	$ 200	3	2	$ 200	$ 2,550
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ 300	$ 75	$ 200	2	1	$ -	$ 850
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ 1,100**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.6	**Conduct presentation(s)**	$ 350	$ 75	$ 200	2	1	$ 200	$ 1,100
TOTAL FEE		**Do not fill**						**$ 5,875**

Exhibit "C"

		Expenses						
TASK / PERSON		**Airfare**	**Food**	**Lodging**	**# of Days**	**# of People**	**Misc.**	**Total**
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ 7,500**
1.1	**Conduct kick-off**	$ 300	$ 75	$ 200	2	1	$ 150	$ 1,000
1.2	**Gather and Assess Existing Conditions**	$ 300	$ 75	$ 200	2	2	$ 4,800	$ 6,500
1.3	**Conduct Market and Fiscal Analyses**	$ 300	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ 300	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ 300	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 7,800**
2.1	**Conduct multi-day Charrette**	$ 300	$ 75	$ 200	6	3	$ 950	$ 6,800
2.2	**Develop Master Plan Options**	$ 300	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ 300	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ 300	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ 300	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ 300	$ 75	$ 200	2	1	$ 150	$ 1,000
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ 1,000**
3.1	**Refine preferred master plan(s)**	$ 300	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ 300	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ 300	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ 300	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ 300	$ 75	$ 200	0	0	$ -	$ -
3.6	**Conduct presentation(s)**	$ 300	$ 75	$ 200	2	1	$ 150	$ 1,000
TOTAL FEE		**Do not fill**						**$ 16,300**

Exhibit "C"

		Expenses						
TASK / PERSON		**Airfare**	**Food**	**Lodging**	**# of Days**	**# of People**	**Misc.**	**Total**
Hourly Rate	Tasks							
Phase 1	**ASSESSMENT & ANALYSES**	**Do not fill**						**$ -**
1.1	**Conduct kick-off**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.2	**Gather and Assess Existing Conditions**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.3	**Conduct Market and Fiscal Analyses**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.4	**Define Public Engagement Plan**	$ -	$ 75	$ 200	0	0	$ -	$ -
1.5	**Provide Urban Diagnostics Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 2	**SCENARIO PLANNING**	**Do not fill**						**$ 2,175**
2.1	**Conduct multi-day Charrette**	$ 800	$ 75	$ 200	5	1	$ -	$ 2,175
2.2	**Develop Master Plan Options**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.3	**Evaluate & Synthesize Plans**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.4	**Assess and Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.5	**Provide Scenario Plan Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
2.6	**Conduct Presentations(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
Phase 3	**IMPLEMENTATION STRATEGY**	**Do not fill**						**$ -**
3.1	**Refine preferred master plan(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.2	**Draft Implementation Strategies**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.3	**Draft Design Standards**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.4	**Assess & Document Stakeholder Input**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.5	**Provide Implementation Report**	$ -	$ 75	$ 200	0	0	$ -	$ -
3.6	**Conduct presentation(s)**	$ -	$ 75	$ 200	0	0	$ -	$ -
TOTAL FEE		**Do not fill**						**$ 2,175**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17594 **County Administrator's Report 14. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Debris Hauling Services for Escambia County
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Debris Hauling Services for Escambia County - Patrick T. Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign Agreements, per the terms and conditions of PD 18-19.027, Debris Hauling Services for Escambia County, to be available in the event of a declared disaster in Escambia County based on Escambia County, Florida Counter Offer and each firms acceptance:

- AshBritt, Inc.
- Bergeron Emergency Services, Inc.
- Ceres Environmental Services, Inc.
- Crowder-Gulf Joint Venture, Inc.
- Custom Tree Care, Inc.
- D & J of Alabama, Inc.
- DRC Emergency Services, LLC
- Panhandle Grading & Paving, Inc.
- Phillips and Jordan, Inc.
- Roads, Inc. of NWF
- Southern Disaster Recovery, LLC
- T.F.R. of Texas, Inc.

Vendor/Contractor	Amount	Contract Number
Funding Source, initially, is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	TBD	PD 18-19.027

BACKGROUND:

Invitations to Negotiate were advertised April 1, 2019. 96 firms were notified of the solicitation. Responses were received on April 24, 2019, from 12 firms. Counter offer acceptance letters received between September 25, 2019, and October 28, 2019, from all firms.

Per Addendum #1, Clarification - Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County intends to evaluate all pricing and counter offer to all firms a uniform price structure in accordance with accepted FEMA practices.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Funding Source, initially, is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	TBD	PD 18-19.027

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements.

Attachments

Original Solicitation
Addendum #1
Register of Submitters
ITN Analytics
ITN Tabulation and Counter Offer
AshBritt, Inc. Agreement

Bergeron Emergency Services, Inc. Agreement
Ceres Environmental, Inc. Agreement
Crowder-Gulf Joint Venture, Inc. Agreement
Custom Tree Care, Inc. Agreement
D.J. Enterprises, Inc. Agreement
DRC Emergency Services, LLC
Panhandle Grading Paving, Inc.
Phillips and Jordan, Inc. Agreement
Roads Inc. of NWF Agreement
Southern Disaster Recovery, LLC
T.F.R. Enterprises, Inc. Agreement

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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Forms marked with an (* Asterisk) must be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. **Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. **Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 17, 2019

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 18-19.027, Debris Hauling Services for Escambia County

All:

Your firm recently received an Invitation to Negotiate for the above-mentioned specification.

This Addendum Number 1 provides for:

Conflict of Interest Statement

The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

Please find attached the Conflict of Interest Statement form.

Clarifications

1. Is an insurance letter needed or an ACCORD form?

Response – We will accept a letter, but the ACCORD form is preferred.

2. Number of Pages Allowed in Proposal
   a. Please confirm the following required submittals do not count towards the page limit: Litigation, Signing authority, addenda issued, past performance, required forms, licensing, insurance letters and accords form.
   b. Would the County consider extending the page limitation from 25 to 50 in order for the proposer's to answer each request adequately.
   c. 25 Page Limit – The RFP identified the proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes. Would the following be considered required submittals and not be included in the 25 page limitation?

Response – The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to ~~twenty-five (25)~~ fifty (50) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis.

1. Required Submittals
2. Project Understanding and Technical Approach
3. Key Personnel
4. Resumes
5. Typical DMS Site Safety Plan and Operational Plan
6. Subcontracting Plan
7. Licenses and Certificates
8. Insurance Requirements
9. Price Proposal

3. Pricing Evaluation
   Regarding the Evaluation of the hourly pricing and the other ancillary pricing, how does the County intend on weighing these line items compared to other unit price items? Will one hold more weight than the other? If so, what is the distribution of pricing points allocated to each?

Response – It is the intent of Escambia County to award multiple contracts (pg. 32, price proposal).
Special Terms and Conditions - Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County intends to evaluate all pricing and counter offer to all firms a uniform price structure in accordance with accepted FEMA practices.

4. Performance and Payment Bonds

Response – Bonds will be required at the time of need. It is impossible to establish a dollar figure for bonds prior to any event.

5. Bid Bond

Response – A $1,000.00 proposal bond is required.

6. Pre-Solicitation Conference

Response – No Pre-Solicitation Conference has been scheduled

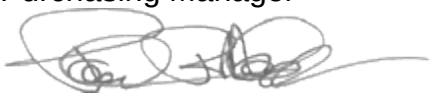
7. Current Contract Pricing

Response – Please see attached our current pricing. This is an average of the prices received from all firms (PD 14-15.053, Debris Hauling Services).

This Addendum Number 1 is furnished to all known prospective proposers. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT CHECK ONE

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers	
Escambia County Counter Offer	
SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	
Air Curtain Burner, Self Contained System	$121.75
Bobcat Loader	$81.75
50’ Bucket Truck	$173.50
Crash Truck w/Impact Attenuator	$136.50
Dozer, Tracked, D4 or Equivalent	$100.00
Dozer, Tracked, D6 or Equivalent	$122.00
Dozer, Tracked, D7 or Equivalent	$246.50
Dozer, Tracked, D8 or Equivalent	$282.75
Dump Truck, 10 CY-17 CY	$76.75
Dump Truck, 18 CY-20 CY	$87.75
Dump Truck, 21 CY-30 CY	$96.25
Generator, 16 to 100 kW, List kW Capacity	$40.00
Generator, 210 to 350 kW, List kW Capacity	$148.00
Generator, 1,100 to 2,500 kW, List kW Capacity	$552.50
Light Plant with Fuel and Support	$48.00
Grader w/12’ Blade	$169.25
Hydraulic Excavator, 1.5 CY	$126.50
Hydraulic Excavator, 2.5 CY	$138.75
Knuckleboom Loader	$147.75
Lowboy Trailer w/Tractor	$130.75
Mobile Crane up to 15 Ton	$199.25
Pump, 40 to 140 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$67.25
Pump, 200 HP to 350 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$125.50
Pump, 500 HP to 650 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$210.00
Vac Truck (Mist Capacity), List Capacity	$190.75
Pickup Truck, .5 Ton	$36.75
Skid-Steer Loader, 1,000 LB Capacity	$93.75
Skid-Steer Loader, 2,000 LB Capacity	$106.75
Tub Grinder, 800 to 1,000 HP	$447.50
Track Hoe – John Deere 690 of Equivalent	$145.00
Truck, Flatbed	$86.05
4 Wheel Drive Lift for Tower	$48.25
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$91.75
Wheel Loader, 2.5 CY, 950 or Similar	$134.25
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$149.50
Wheel Loader, 4.5 CY, 980 or Similar	$161.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	$73.50
Other – Please List	

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers	
Escambia County Counter Offer	
Labor Category	
Operations Manager w/Cell Phone and Pickup	**$90.50**
Crew Foreman w/Cell Phone and Pickup	**$71.25**
Tree Climber/Chainsaw and Gear	**$95.50**
Laborer w/Chain Saw	**$42.25**
Laborer w/Small Tools, Traffic Control, or Flagperson	**$36.00**
Bonded and Certified Security Personnel	**$65.75**
Other – Please List	
Crew Category	
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	**$326.50**
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 14.99 miles	3,864,000	$7.03	$27,163,920.00
	15 - 29.99 miles	1,644,960	$7.79	$12,818,350.80
	30 - 44.99 miles	5,520	$9.38	$51,777.60
	45 miles or greater	5,520	$11.49	$63,406.40
				$40,097,454.80
3	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 29.99 miles	1,242,000	$7.77	$9,644,130.00
	30 - 59.99 miles	118,680	$9.10	$1,080,284.70
	60 - 89.99 miles	13,800	$10.92	$150,627.00
	90 - 119.99 miles	1,380	$13.05	$18,012.45
	120 - 149.99 miles	1,380	$15.22	$20,996.70
	150 - 179.99 miles	1,380	$17.49	$24,136.20
	180 miles or greater	1,380	$19.99	$27,586.20
				$10,965,773.25

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers				
Escambia County Counter Offer				
4	**Demolition, Removal, Transport and Disposal of Non-RACM Structures**			
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 29.99 miles	5,000	$18.94	$94,675.00
	30 - 59.99 miles	20,000	$20.69	$413,700.00
	60 - 89.99 miles	20,000	$22.50	$449,950.00
	90 - 119.99 miles	10,000	$24.94	$249,350.00
	120 - 149.99 miles	10,000	$29.00	$289,975.00
	150 - 179.99 miles	5,000	$31.81	$159,050.00
	180 miles or greater	5,000	$37.12	$185,612.50
				$1,842,312.50
5	**Demolition, Removal, Transport and Disposal of RACM Structures**			
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 29.99 miles	5,000	$35.94	$179,675.00
	30 - 59.99 miles	20,000	$37.50	$749,950.00
	60 - 89.99 miles	20,000	$38.94	$778,700.00
	90 - 119.99 miles	10,000	$40.50	$404,975.00
	120 - 149.99 miles	10,000	$43.56	$435,600.00
	150 - 179.99 miles	5,000	$45.87	$229,362.50
	180 miles or greater	5,000	$50.69	$253,425.00
				$3,031,687.50
6	**DMS Site Management and Reduction of Vegetative Debris Through Grinding**			
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	**Estimated Quantity**	**$ Per CY**	**Total**
		3,312,000	$3.24	$10,714,320.00
7	**DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators**			
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	**Estimated Quantity**	**$ Per CY**	**Total**
		1,104,000	$2.89	$3,185,040.00

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers				
Escambia County Counter Offer				
8	**DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning**	**Estimated Quantity**	**$ Per CY**	**Total**
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,104,000	$2.14	$2,365,320.00
9	**Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site**	**Estimated Quantity**	**$ Per CY**	**Total**
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	9,384	$4.40	$41,313.06
	15 - 29.99 miles	46,920	$5.37	$251,725.80
	30 - 44.99 miles	65,688	$5.92	$388,544.52
	45 - 59.99 miles	112,608	$6.57	$739,271.52
	60 - 99.99 miles	140,760	$7.37	$1,036,697.40
	100 - 199.99 miles	187,680	$8.74	$1,640,323.20
	200 miles or greater	375,360	$10.12	$3,798,643.20
				$7,896,518.70
10	**Removal of Hazardous Trees and Limbs**	**Estimated Quantity**	**$ Per Tree**	**Total**
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$41.25	$12,375.00
	13 inch to 24.99 inch diameter	200	$87.50	$17,500.00
	25 inch to 36.99 inch diameter	100	$175.00	$17,500.00
	37 inch to 48.99 inch diameter	100	$255.00	$25,500.00
	49 inch and larger diameter	50	$360.00	$18,000.00
	Hanger Removal (per Tree)	12,000	$73.75	$885,000.00
				$975,875.00
11	**Removal of Hazardous Stumps**	**Estimated Quantity**	**$ Per Stump**	**Total**
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	Greater than 24 inches to 36.99 inch diameter	100	$196.25	$19,625.00
	37 inch to 48.99 inch diameter	50	$340.00	$17,000.00
	49 inch and larger diameter	25	$510.00	$12,750.00
				$49,375.00

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers				
Escambia County Counter Offer				
12	**Household Hazardous Waste Removal, Transport and Disposal**			
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	**Estimated Quantity**	**$ Per LB**	**Total**
		5,000	$10.73	$53,625.00
13	**Abandoned Vehicle Removal**			
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	**Estimated Quantity**	**$ Per Unit**	**Total**
		250	$230.00	$57,500.00
14	**Abandoned Vessel Removal**			
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Vessels less than 22 linear feet	250	$903.75	$225,937.50
	Vessels 22 linear feet and greater	100	$1,850.00	$185,000.00
				$410,937.50
15	**Management and Operation of Staging Areas for Vehicles and Vessels**			
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	**Estimated Quantity**	**$ Per Day**	**Total**
		120	$900.00	$108,000.00
16	**ROW White Goods Debris Removal**	**Estimated Quantity**		
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.		**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	300	$72.25	$21,675.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	$41.25	$10,312.50
				$31,987.50

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers				
Escambia County Counter Offer				
17	**E-waste Item Removal**			
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	**Estimated Quantity**	**$ Per Unit**	**Total**
		500	$26.25	$13,125.00
18	**Dead Animal Carcasses**			
	Work consists of the recovery and disposal of eligible dead animal carcasses.	**Estimated Quantity**	**$ Per LB**	**Total**
		5,000	$1.75	$8,750.00
19	**Disposal of Vegetative Debris**			
	Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	**Estimated Quantity**	**$ Per CY**	**Total**
		110,400	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through direct cost to owner.	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through direct cost to owner.
20	**Disposal of Eligible Construction and Demolition Debris**			
	Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	**Estimated Quantity**	**$ Per CY**	**Total**
		552,000	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through direct cost to owner.	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through direct cost to owner.

PD 14-15.053, Disaster Debris Collection and Disposition (Hauling)Debris Haulers				
Escambia County Counter Offer				
21	**Eligible ROW Sand Removal**			
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 14.99 miles	140,000	$15.48	$2,167,200.00
	15 - 29.99 miles	20,000	$17.76	$355,100.00
	30 - 59.99 miles	5,000	$20.49	$102,462.50
				$2,624,762.50
22	**Eligible Private Property Sand Removal**			
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	**Estimated Quantity**	**$ Per CY**	**Total**
	0 - 14.99 miles	50,000	$17.21	$860,250.00
	15 - 29.99 miles	5,000	$19.48	$97,400.00
	30 - 59.99 miles	2,000	$22.06	$44,110.00
				$1,001,760.00
23	**Beach Scrape and Clean**			
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	**Estimated Quantity**	**$ Per CY**	**Total**
		390,000	$12.06	$4,701,450.00
24	**Cradle to Grave: ROW Vegetative Debris**			
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	**Estimated Quantity**	**$ Per CY**	**Total**
		5,520,000	$15.75	$86,912,400.00
25	**Cradle to Grave: ROW C&D Debris**			
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	**Estimated Quantity**	**$ Per CY**	**Total**
		1,380,000	$16.63	$22,949,400.00
		Total:	$199,997,374.25	

REGISTER OF SUBMITTERS

Solicitation # PD 18-19.027 – Debris Hauling Services for Escambia County

RFP Due Date & Time: April 24, 2019 at 1:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
AshBritt, Inc.	954-725-6992	response@ashbritt.com	Matt Gierden
Bergeron Emergency Services	954-680-6100	JOttilige@bergeroninc.com	Brian Thomason
Ceres Environmental	800-218-4424	dawn.brown@ceresenv.com	Dawn Brown
Crowder Gulf	800-992-6207	jramsay@crowdergulf.com	John Ramsay
Custom Tree Care, Inc.	785-478-9805	ggathers@customercare.com	Greg Gathers
D&J Enterprises, Inc.	334-821-1249	Jason@djenterprises.net	Jason Sanders
DRC Emergency Services	888-721-4372	kristyfuentes@drcusa.com	Kristy Fuentes
Panhandle Grading & Paving, Inc.	850-479-5901	brad@panhandlegrading&paving.com	Brad McLaughlin
Phillips & Jordan	865-688-8342	disasterservices@pandj.com	Tommy Webster
Roads, Inc. of NWF	850-968-0991	josh@roadsinc.com	Josh Haggard
Southern Disaster Recovery	864-469-9776	al@southerndr.com	Al McClaran
TFR Enterprises, Inc.	512-260-3322	tiffany@tfrinc.com	Tiffany Jean

PROPOSALS RECEIVED BY: Paul R. Nobles, Purchasing Manager DATE: 4/25/19

WITNESSED BY: Wayne Tyner, Office Assistant DATE: 4/25/19

Posted 4/25/19 @ 9:45 a.m., CDT

PRN/lk

Date Added	Company Name	Email Address	Subject	Event Type
Initial Advertisement				
4/2/19 6:13 PM	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Alpha-Omega Training and Compliance Inc.	achandler@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Atkins	g.allen@atkinsglobal.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Biosolids Distribution Services LLC	lstrelow@schwingbioset.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	COMAK GROUP INC	mgcox@comakgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Community Organizations Active in Disaster	brace@bereadyalliance.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Craters & Freighters Pensacola	pensacola@craters.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Crowder-Gulf	info@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	CrowderGulf Joint Venture Inc.	knoll@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	DRC Emergency Services	jolie@drcusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	DRC Emergency Services LLC	INFO@DRCUSA.COM	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Eastman Aggregate Enterprises LLC	tammie@eastmanagg.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Environmental Science Associates	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	ESA	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Jarvis Property Restoration	mdewitte@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Maverick Demolition of N W Florida Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Moffatt & Nichol	borcino@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Mr	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Professional Service Industries Inc.	sarah.battaglia@psiusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	ROADS INC. OF NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Something old Savage	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Southern Haulers LLC	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TargetSolutions	amber.wade@vectorsolutions.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TestAmerica	john.meade@testamericainc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	TRADEBE ENVIRONMENTAL SERVICES LLC	usa.bids@tradebe.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Watershed Protection Services Inc	bourassa.a@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Watershed Protection Services Inc	bourassa.d@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Witt O'Brien's LLC	leads@wittobriens.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Wood Environment & Infrastructure Solutions Inc.	floridamarketing@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:14 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	ADFS LLC	projects@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	ADFS LLC	tporter@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	AECOM Technical Services Inc.	dan.levy@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Castellani Hauling Inc.	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Expert Dry	mike@expertdry.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	KDL Underground & Development Inc.	jamie.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	KDL Underground & Development Inc.	keri.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Lil Mo Marine Services LLC	ap@lilmoservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Perma-Fix Environmental Services Inc	gbyer@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Salter 3C's Construction Company Inc.	mike.salter3cs@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:14 PM	Webster Construction Inc	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ADFS LLC	projects@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ADFS LLC	tporter@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	AECOM Technical Services Inc.	dan.levy@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Alpha-Omega Training and Compliance Inc.	achandler@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Atkins	g.allen@atkinsglobal.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Biosolids Distribution Services LLC	lstrelow@schwingbioset.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Castellani Hauling Inc.	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	COMAK GROUP INC	mgcox@comakgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Community Organizations Active in Disaster	brace@bereadyalliance.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Craters & Freighters Pensacola	pensacola@craters.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Crowder-Gulf	info@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	CrowderGulf Joint Venture Inc.	knoll@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	DRC Emergency Services	jolie@drcusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	DRC Emergency Services LLC	INFO@DRCUSA.COM	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	Eastman Aggregate Enterprises LLC	tammie@eastmanagg.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Environmental Science Associates	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ESA	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Expert Dry	mike@expertdry.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Jarvis Property Restoration	mdewitte@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	KDL Underground & Development Inc.	jamie.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	KDL Underground & Development Inc.	keri.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Lil Mo Marine Services LLC	ap@lilmoservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Maverick Demolition of N W Florida Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	Moffatt & Nichol	borcino@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Mr	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Perma-Fix Environmental Services Inc	gbyer@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Professional Service Industries Inc.	sarah.battaglia@psiusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ROADS INC. OF NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Salter 3C's Construction Company Inc.	mike.salter3cs@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Something old Savage	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Southern Haulers LLC	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:13 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TargetSolutions	amber.wade@vectorsolutions.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TestAmerica	john.meade@testamericainc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	TRADEBE ENVIRONMENTAL SERVICES LLC	usa.bids@tradebe.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Watershed Protection Services Inc	bourassa.a@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Watershed Protection Services Inc	bourassa.d@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Webster Construction Inc	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Witt O'Brien's LLC	leads@wittobriens.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Wood Environment & Infrastructure Solutions Inc.	floridamarketing@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:14 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:14 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:14 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:14 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:21 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:25 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:37 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 7:10 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 7:44 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 7:46 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 9:58 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 4:40 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 7:01 AM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click

Date Added	Company Name	Email Address	Subject	Event Type
4/3/19 7:33 AM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 7:56 AM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 8:09 AM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 8:32 AM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 8:50 AM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 8:50 AM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 8:50 AM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 12:14 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/3/19 6:11 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/6/19 8:10 AM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/8/19 11:15 AM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/10/19 3:10 PM	Castellani Hauling Inc.	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/10/19 3:10 PM	Webster Construction Inc	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/2/19 6:13 PM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	ADFS LLC	projects@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	ADFS LLC	tporter@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:14 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:15 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:15 PM	TargetSolutions	amber.wade@vectorsolutions.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:16 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:18 PM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:18 PM	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:18 PM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:18 PM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:20 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:32 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open

Date Added	Company Name	Email Address	Subject	Event Type
4/2/19 6:40 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:41 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 6:57 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 7:04 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 7:30 PM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 7:30 PM	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 7:40 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 7:56 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 8:03 PM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 8:29 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 8:43 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 8:51 PM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 9:02 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 9:28 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 9:28 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 9:32 PM	Moffatt & Nichol	borcino@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 9:58 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 10:05 PM	Crowder-Gulf	info@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 10:21 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 10:26 PM	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 10:45 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/2/19 10:49 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 4:22 AM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 4:51 AM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:32 AM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:32 AM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:32 AM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:34 AM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:34 AM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 7:36 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 8:04 AM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 8:14 AM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open

Date Added	Company Name	Email Address	Subject	Event Type
4/3/19 8:57 AM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 9:16 AM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 9:20 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 6:11 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/3/19 6:16 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/4/19 8:23 AM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/4/19 11:05 AM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/4/19 7:05 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/5/19 6:38 AM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/5/19 7:55 AM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/8/19 11:29 AM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/15/19 6:02 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
Addendum #1				
4/17/19 5:00 PM	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	ANTILLEAN RX CENTERS LLC	Eyoung@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Biosolids Distribution Services LLC	lstrelow@schwingbioset.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Crowder-Gulf	info@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	DRC Emergency Services LLC	INFO@DRCUSA.COM	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Grubbs Emergency Services LLC	paula@grubbses.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Moffatt & Nichol	borcino@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:00 PM	URI NOW	mmonday@urinow.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ADFS LLC	projects@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ADFS LLC	tporter@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	AECOM Technical Services Inc.	dan.levy@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Alpha-Omega Training and Compliance Inc.	achandler@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	AshBritt Inc.	procurement@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Atkins	g.allen@atkinsglobal.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Bergeron Emergency Services inc.	jottilige@bergeroninc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Castellani Hauling Inc.	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Central Florida ArborCare	edlee0977@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Ceres Environmental Services Inc.	dawn.brown@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Ceres Environmental Services Inc.	donna.pick@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	COMAK GROUP INC	mgcox@comakgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Community Organizations Active in Disaster	brace@bereadyalliance.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Craters & Freighters Pensacola	pensacola@craters.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	CrowderGulf Joint Venture Inc.	knoll@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	D&J Enterprises Inc.	acastro@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	D&J Enterprises Inc.	jason@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	DRC Emergency Services	jolie@drcusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Eastman Aggregate Enterprises LLC	tammie@eastmanagg.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Environmental Science Associates	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ESA	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Jarvis Property Restoration	mdewitte@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	kdf	sophie@kdfllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	KDL Underground & Development Inc.	jamie.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	KDL Underground & Development Inc.	keri.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Lil Mo Marine Services LLC	ap@lilmoservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Maverick Demolition of N W Florida Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Mr	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Omni Construction	donna@omniconstruction.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Orange Flood Control	p.garfinkel@orangefloodcontrol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Perma-Fix Environmental Services Inc	gbyer@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Phillips & Jordan Inc.	disasterservices@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Professional Service Industries Inc.	sarah.battaglia@psiusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	ROADS INC. OF NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Salter 3C's Construction Company Inc.	mike.salter3cs@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Something old Savage	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Southern Disaster Recovery	southerndrbids@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Southern Haulers LLC	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	TargetSolutions	amber.wade@vectorsolutions.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	TestAmerica	john.meade@testamericainc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	TRADEBE ENVIRONMENTAL SERVICES LLC	usa.bids@tradebe.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Watershed Protection Services Inc	bourassa.a@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Watershed Protection Services Inc	bourassa.d@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Webster Construction Inc	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Witt O'Brien's LLC	leads@wittobriens.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Wood Environment & Infrastructure Solutions Inc.	floridamarketing@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:01 PM	Xtreme Development LLC.	Sherrynims@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	Expert Dry	mike@expertdry.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/17/19 5:02 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	deliver
4/2/19 6:13 PM	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/2/19 6:13 PM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ADFS LLC	jtaylor@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ADFS LLC	projects@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ADFS LLC	tporter@adfsllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	AECOM Technical Services Inc.	dan.levy@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Alpha-Omega Training and Compliance Inc.	achandler@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ANTILLEAN RX CENTERS LLC	Eyoung@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	AshBritt Inc.	procurement@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Atkins	g.allen@atkinsglobal.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Bergeron Emergency Services inc.	jottilige@bergeroninc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Biosolids Distribution Services LLC	lstrelow@schwingbioset.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Castellani Hauling Inc.	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Central Florida ArborCare	edlee0977@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Ceres Environmental Services Inc.	dawn.brown@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Ceres Environmental Services Inc.	donna.pick@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Clay's Hauling LLC.	clayshauling@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	COMAK GROUP INC	mgcox@comakgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Community Organizations Active in Disaster	brace@bereadyalliance.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Craters & Freighters Pensacola	pensacola@craters.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Crowder-Gulf	info@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	CrowderGulf Joint Venture Inc.	knoll@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	D&J Enterprises Inc.	acastro@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	D&J Enterprises Inc.	jason@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	DRC Emergency Services	jolie@drcusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	DRC Emergency Services LLC	INFO@DRCUSA.COM	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Eastman Aggregate Enterprises LLC	tammie@eastmanagg.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Environmental Science Associates	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ESA	rmitchell@esassoc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Expert Dry	mike@expertdry.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Grubbs Emergency Services LLC	paula@grubbses.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Jarvis Property Restoration	mdewitte@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	kdf	sophie@kdfllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	KDL Underground & Development Inc.	jamie.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	KDL Underground & Development Inc.	keri.kdl@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Lil Mo Marine Services LLC	ap@lilmoservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Looks Great Services of MS Inc.	orry.sanders@looksgreatservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Maverick Demolition of N W Florida Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Moffatt & Nichol	borcino@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Mr	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Omni Construction	donna@omniconstruction.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Orange Flood Control	p.garfinkel@orangefloodcontrol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Perma-Fix Environmental Services Inc	gbyer@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Phillips & Jordan Inc.	disasterservices@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	Professional Service Industries Inc.	sarah.battaglia@psiusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ROADS INC. OF NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Safeguard Business Sytems	pharrissafeguard@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Salter 3C's Construction Company Inc.	mike.salter3cs@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Something old Savage	a.simpson63@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Southern Disaster Recovery	southerndrbids@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Southern Haulers LLC	jtriezenberg@southernhaulers.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Stephens construction	stephenscc00@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TargetSolutions	amber.wade@vectorsolutions.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TestAmerica	john.meade@testamericainc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 5:01 PM	TRADEBE ENVIRONMENTAL SERVICES LLC	usa.bids@tradebe.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	URI NOW	mmonday@urinow.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Watershed Protection Services Inc	bourassa.a@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Watershed Protection Services Inc	bourassa.d@wpsse.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Webster Construction Inc	castellani.hauling@att.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Witt O'Brien's LLC	leads@wittobriens.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Wood Environment & Infrastructure Solutions Inc.	floridamarketing@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:01 PM	Xtreme Development LLC.	Sherrynims@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	accept
4/17/19 5:02 PM	CrowderGulf Joint Venture Inc.	knoll@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:02 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:02 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:02 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:02 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:03 PM	Phillips & Jordan Inc.	disasterservices@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:22 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:22 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 5:34 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 6:41 PM	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 7:05 AM	Grubbs Emergency Services LLC	paula@grubbses.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 8:07 AM	D&J Enterprises Inc.	acastro@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 8:42 AM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 9:08 AM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 10:09 AM	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 11:31 AM	kdf	sophie@kdfllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 11:34 AM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 4:37 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/18/19 9:24 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/19/19 1:21 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click

Date Added	Company Name	Email Address	Subject	Event Type
4/19/19 1:21 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/19/19 9:17 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/23/19 9:14 AM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/26/19 12:08 PM	ANTILLEAN RX CENTERS LLC	Eyoung@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
5/12/19 10:00 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
8/28/19 11:13 AM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
1/7/20 10:22 AM	Ceres Environmental Services Inc.	donna.pick@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	click
4/17/19 4:56 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:01 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:02 PM	NorthStar	adelacruz@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:02 PM	Tolunay-Wong Engineers Inc	cmiller@tweinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:03 PM	Jarvis Property Restoration	jingoglia@jarvisconstruction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:04 PM	CrowderGulf Joint Venture Inc.	jramsay@crowdergulf.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:05 PM	Perma-Fix Environmental Services Inc	kschmuggerow@perma-fix.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:06 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:11 PM	Custom Tree Care Inc.	ggathers@customtreecare.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:12 PM	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:13 PM	Environmental Services Inc.	ctaylor@esinc.cc	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:13 PM	ESA South	bsidoti@esasouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:20 PM	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:23 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:35 PM	Action Tree Pros Inc	nick@actiontreepros.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:41 PM	Professional Service Industries Inc.	sarah.battaglia@psiusa.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:48 PM	Clean Earth of AL Inc	kneal@cleanearthinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 5:49 PM	Invictus Management LLC	ashleigh@chooseinvictus.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 6:02 PM	OASIS USA LLC	mark@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 6:03 PM	OASIS USA LLC	info@oasiscorp-uav.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 6:12 PM	TAG Grinding Services	info@TAGgrinding.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 6:55 PM	Wood Environment & Infrastructure Solutions Inc.	mike.phelps@woodplc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 7:10 PM	Southern Haulers LLC	pteske@rjtrucking.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 7:18 PM	Gilmore Moving and Storage DBA Gilmore Services	sclopton@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 7:37 PM	ACTION SALES LLC	actionsod@actionsod.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open

Date Added	Company Name	Email Address	Subject	Event Type
4/17/19 8:08 PM	BEK Group L.L.C.	brant@bekgroup.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 8:27 PM	Severance Professional Protection Group	danny@severancesecurity.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 8:33 PM	NorthStar	Ahixson@northstar.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 8:51 PM	Divecom Services LLC	office@divecom.us	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 9:35 PM	Orange Flood Control	p.garfinkel@orangefloodcontrol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 10:14 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 10:14 PM	Gulf States Enterprises Inc	gulfstates1@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 10:14 PM	Gulf States Enterprises Inc	gulfstates2@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 10:19 PM	URI NOW	mmonday@urinow.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/17/19 11:45 PM	Rand Fernandez	rand.fernandez@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 5:15 AM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 6:48 AM	Energy and Environment LLC	johnk@energyandenvironmentllc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:02 AM	Grubbs Emergency Services LLC	paula@grubbses.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:04 AM	911 Restoration Inc.	Tomas@911Restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:04 AM	911 Restoration Inc.	zachary.greer@911restoration.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:29 AM	TFR Enterprises Inc	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:29 AM	TFR Enterprises Inc.	tiffany@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:47 AM	Alpha-Omega Training and Compliance Inc.	adennis@a-otc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 7:51 AM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 8:05 AM	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 8:21 AM	Complete DKI	sarah.hempel@completedki.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 9:16 AM	Patterson and Associates LLC	pandallc@bellsouth.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 9:39 AM	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 10:40 AM	Moffatt & Nichol	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 10:40 AM	Moffatt & Nichol In	jhelms@moffattnichol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 11:14 AM	Xtreme Development LLC.	Sherrynims@aol.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 11:33 AM	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 12:30 PM	Central Florida ArborCare	edlee0977@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 12:34 PM	Gilmore Moving and Storage DBA Gilmore Services	jberan@gilmoreservices.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 2:10 PM	D&J Enterprises Inc.	acastro@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/18/19 11:51 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/21/19 7:24 AM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open

Date Added	Company Name	Email Address	Subject	Event Type
4/22/19 12:59 PM	Tip Top Tree Experts LLC	tiptoptrees@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/23/19 12:18 PM	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/23/19 1:53 PM	AshBritt Environmental	response@ashbritt.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/23/19 2:08 PM	Ceres Environmental Services Inc.	donna.pick@ceresenv.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/26/19 9:09 AM	Clean Harbors Environmental Services	jones.edward@cleanharbors.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
4/26/19 12:07 PM	ANTILLEAN RX CENTERS LLC	Eyoung@sevengatescorp.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
5/2/19 6:25 AM	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
5/12/19 10:00 PM	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
5/13/19 11:15 AM	International Systems of America LLC	sgray@isa-net.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
5/13/19 11:25 AM	CAT 5 Resources	info@cat5resources.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
5/15/19 3:10 PM	D&J Enterprises Inc.	jason@djenterprises.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
6/21/19 11:37 AM	Southern Disaster Recovery	southerndrbids@gmail.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
7/10/19 9:22 AM	Phillips & Jordan Inc.	disasterservices@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
8/14/19 5:47 PM	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
8/28/19 11:38 AM	TFR Enterprises Inc.	tiffanyw@tfrinc.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
10/8/19 3:49 PM	Phillips & Jordan	communications@pandj.com	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
10/9/19 1:21 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open
10/9/19 1:28 PM	mcdirt industries inc	phillip@mcdirt.net	Escambia County - PD 18-19.027 Debris Hauling Services for Escambia County	open

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	AshBritt, Inc.	Bergeron Emergency Services, Inc	DRC Emergency Services	Ceres Environmental Services, Inc	CrowderGulf Joint Venture, Inc	Custom Tree Care, Inc	D&J Enterprises, Inc
Equipment Type With Operator	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$52.00	$450.00	$185.00	$77.00	$80.00	$121.75	$309.45
Bobcat Loader	$107.00	$120.00	$125.00	$92.00	$75.00	$81.75	$125.00
50' Bucket Truck	$185.00	$225.00	$225.00	$189.00	$175.00	$173.50	$125.00
Crash Truck w/Impact Attenuator	$141.00	$375.00	$145.00	$159.00	$105.00	$136.50	$95.00
Dozer, Tracked, D4 or Equivalent	$130.00	$160.00	$200.00	$142.00	$130.00	$100.00	$125.00
Dozer, Tracked, D6 or Equivalent	$170.00	$200.00	$250.00	$153.00	$160.00	$122.00	$125.00
Dozer, Tracked, D7 or Equivalent	$195.00	$250.00	$260.00	$165.00	$175.00	$246.50	$140.00
Dozer, Tracked, D8 or Equivalent	$275.00	$275.00	$270.00	$189.00	$190.00	$282.75	$165.00
Dump Truck, 10 CY-17 CY	$90.00	$70.00	$115.00	$106.00	$67.00	$76.75	$125.00
Dump Truck, 18 CY-20 CY	$105.00	$75.00	$120.00	$124.00	$80.00	$87.75	$125.00
Dump Truck, 21 CY-30 CY	$135.00	$105.00	$125.00	$136.00	$92.00	$96.25	$125.00
Generator, 16 to 100 kW, List kW Capacity		$75.00	$72.00	$147.00	$40.00	$40.00	$55.00
Generator, 210 to 350 kW, List kW Capacity		$250.00	$175.00	$378.00	$95.00	$148.00	$65.00
Generator, 1,100 to 2,500 kW, List kW Capacity		$1,500.00	$275.00	$1,174.00	$170.00	$552.50	$125.00
Light Plant with Fuel and Support	$42.00	$65.00	$100.00	$53.00	$23.00	$48.00	$45.00
Grader w/12' Blade	$175.00	$185.00	$150.00	$201.00	$128.00	$169.25	$125.00
Hydraulic Excavator, 1.5 CY	$165.00	$175.00	$145.00	$159.00	$115.00	$126.50	$125.00
Hydraulic Excavator, 2.5 CY	$185.00	$225.00	$155.00	$177.00	$135.00	$138.75	$125.00
Knuckleboom Loader	$225.00	$225.00	$225.00	$177.00	$110.00	$147.75	$125.00
Lowboy Trailer w/Tractor	$110.00	$120.00	$150.00	$159.00	$130.00	$130.75	$125.00
Mobile Crane up to 15 Ton	$245.00	$175.00	$175.00	$207.00	$170.00	$199.25	$125.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$67.50	$175.00	$200.00	$67.00	$35.00	$67.25	$95.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$125.50	$300.00	$400.00	$163.00	$74.00	$125.50	$145.00
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$210.00	$550.00	$600.00	$372.00	$108.00	$210.00	$395.00
Vac Truck (Mist Capacity), List Capacity	$275.00	$275.00	$195.00	$234.00	$180.00	$190.75	$165.00
Pickup Truck, .5 Ton	$65.00	$45.00	$45.00	$14.00	$40.00	$36.75	$45.00
Skid-Steer Loader, 1,000 LB Capacity	$107.00	$120.00	$125.00	$89.00	$120.00	$93.75	$125.00
Skid-Steer Loader, 2,000 LB Capacity	$122.00	$120.00	$135.00	$92.00	$145.00	$106.75	$125.00
Tub Grinder, 800 to 1,000 HP	$600.00	$625.00	$445.00	$537.00	$625.00	$447.50	$550.00
Track Hoe – John Deere 690 of Equivalent	$225.00	$275.00	$165.00	$177.00	$120.00	$145.00	$125.00
Truck, Flatbed	$65.00	$125.00	$140.00	$30.00	$60.00	$86.05	$125.00
4 Wheel Drive Lift for Tower	$20.00	$65.00	$145.00	$53.00	$70.00	$48.25	$95.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$127.00	$90.00	$125.00	$100.00	$85.00	$91.75	$45.00
Wheel Loader, 2.5 CY, 950 or Similar	$165.00	$175.00	$175.00	$148.00	$150.00	$134.25	$125.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$185.00	$225.00	$185.00	$165.00	$160.00	$149.50	$125.00
Wheel Loader, 4.5 CY, 980 or Similar	$245.00	$275.00	$195.00	$183.00	$180.00	$161.00	$125.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	$135.00	$150.00	$170.00	$112.00	$140.00	$73.50	$125.00
Other – Please List	N/A	N/A	N/A				
Labor Category	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$105.00	$120.00	$90.00	$98.00	$70.00	$90.50	$65.00
Crew Foreman w/Cell Phone and Pickup	$95.00	$90.00	$75.00	$62.00	$62.00	$71.25	$65.00
Tree Climber/Chainsaw and Gear	$110.00	$90.00	$90.00	$96.00	$122.00	$95.50	$55.00
Laborer w/Chain Saw	$60.00	$39.00	$45.00	$46.00	$40.00	$42.25	$45.00
Laborer w/Small Tools, Traffic Control, or Flagperson	$50.00	$41.00	$45.00	$42.00	$38.00	$36.00	$45.00
Bonded and Certified Security Personnel	$65.00	$55.00	$85.00	$57.00	$60.00	$65.75	$45.00
Other – Please List	N/A		N/A				
Crew Category	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$420.00	$375.00	$385.00	$343.00	$340.00	$326.50	$325.00
Other – Please List	N/A						

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	DRC Emergency Services, LLC	Panhandle Grading & Paving, Inc	Phillips & Jordan, Inc	Roads, Inc. of NWF	Southern Disaster Recovery, LLC	TFR Enterprises, Inc	Escambia County Counter Offer
Equipment Type With Operator	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	Hourly Equipment Rate	**Hourly Equipment Rate**
Air Curtain Burner, Self Contained System	$185.00	$130.00	$125.00	$75.00	$55.00	$90.00	**$143.32**
Bobcat Loader	$125.00	$74.00	$95.00	$65.00	$50.00	$235.00	**$108.48**
50' Bucket Truck	$225.00	$215.00	$150.00	$250.00	$85.00	$235.00	**$212.25**
Crash Truck w/Impact Attenuator	$145.00	$155.00	$85.00	$150.00	$65.00	$110.00	**$142.65**
Dozer, Tracked, D4 or Equivalent	$200.00	$115.00	$125.00	$97.00	$70.00	$95.00	**$141.90**
Dozer, Tracked, D6 or Equivalent	$250.00	$164.00	$145.00	$150.00	$80.00	$170.00	**$180.90**
Dozer, Tracked, D7 or Equivalent	$260.00	$260.00	$165.00	$200.00	$95.00	$185.00	**$224.15**
Dozer, Tracked, D8 or Equivalent	$270.00	$290.00	$225.00	$275.00	$110.00	$190.00	**$260.68**
Dump Truck, 10 CY-17 CY	$115.00	$85.00	$85.00	$75.00	$55.00	$150.00	**$100.98**
Dump Truck, 18 CY-20 CY	$120.00	$95.00	$95.00	$75.00	$60.00	$155.00	**$110.18**
Dump Truck, 21 CY-30 CY	$125.00	$115.00	$105.00	$90.00	$65.00	$165.00	**$124.93**
Generator, 16 to 100 kW, List kW Capacity	$72.00	$65.00	$25.00	$60.00	$20.00	$40.00	**$54.40**
Generator, 210 to 350 kW, List kW Capacity	$175.00	$85.00	$55.00	$250.00	$125.00	$65.00	**$143.30**
Generator, 1,100 to 2,500 kW, List kW Capacity	$275.00	$1,150.00	$300.00	$1,250.00	$200.00	$285.00	**$563.15**
Light Plant with Fuel and Support	$100.00	$35.00	$20.00	$75.00	$45.00	$45.00	**$57.60**
Grader w/12' Blade	$150.00	$120.00	$165.00	$130.00	$80.00	$120.00	**$161.73**
Hydraulic Excavator, 1.5 CY	$145.00	$95.00	$135.00	$140.00	$125.00	$135.00	**$151.55**
Hydraulic Excavator, 2.5 CY	$155.00	$110.00	$165.00	$150.00	$145.00	$155.00	**$168.58**
Knuckleboom Loader	$225.00	$165.00	$195.00	$160.00	$120.00	$315.00	**$198.98**
Lowboy Trailer w/Tractor	$150.00	$215.00	$125.00	$110.00	$130.00	$110.00	**$143.98**
Mobile Crane up to 15 Ton	$175.00	$320.00	$300.00	$400.00	$85.00	$135.00	**$222.63**
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$200.00	$85.00	$40.00	$85.00	$35.00	$120.00	**$103.68**
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$400.00	$135.00	$90.00	$105.00	$45.00	$160.00	**$182.30**
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$600.00	$290.00	$300.00	$130.00	$75.00	$190.00	**$335.50**
Vac Truck (Mist Capacity), List Capacity	$195.00	$235.00	$400.00	$195.00	$85.00	$150.00	**$228.98**
Pickup Truck, .5 Ton	$45.00	$38.00	$15.00	$35.00	$25.00	$60.00	**$42.98**
Skid-Steer Loader, 1,000 LB Capacity	$125.00	$82.00	$95.00	$85.00	$50.00	$100.00	**$114.18**
Skid-Steer Loader, 2,000 LB Capacity	$135.00	$95.00	$125.00	$125.00	$55.00	$140.00	**$132.08**
Tub Grinder, 800 to 1,000 HP	$445.00	$800.00	$500.00	$500.00	$575.00	$450.00	**$585.45**
Track Hoe – John Deere 690 of Equivalent	$165.00	$145.00	$175.00	$150.00	$125.00	$190.00	**$178.70**
Truck, Flatbed	$140.00	$95.00	$120.00	$95.00	$50.00	$65.00	**$102.61**
4 Wheel Drive Lift for Tower	$145.00	$80.00	$65.00	$85.00	$25.00	$140.00	**$87.13**
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$125.00	$115.00	$65.00	$85.00	$50.00	$90.00	**$102.18**
Wheel Loader, 2.5 CY, 950 or Similar	$175.00	$110.00	$125.00	$100.00	$80.00	$130.00	**$153.73**
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$185.00	$135.00	$145.00	$115.00	$85.00	$145.00	**$169.45**
Wheel Loader, 4.5 CY, 980 or Similar	$195.00	$165.00	$165.00	$150.00	$90.00	$180.00	**$194.40**
Wheel Loader-Backhoe, 1.0 – 1.5 CY	$170.00	$82.00	$130.00	$85.00	$65.00	$85.00	**$128.75**
Other – Please List	N/A				N/A		
Labor Category	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	**Hourly Equipment Rate**
Operations Manager w/Cell Phone and Pickup	$90.00	$110.00	$110.00	$85.00	$65.00	$90.00	**$100.35**
Crew Foreman w/Cell Phone and Pickup	$75.00	$90.00	$98.00	$68.00	$55.00	$85.00	**$83.83**
Tree Climber/Chainsaw and Gear	$90.00	$115.00	$68.00	$90.00	$38.00	$65.00	**$96.45**
Laborer w/Chain Saw	$45.00	$53.00	$49.00	$45.00	$25.00	$65.00	**$50.93**
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.00	$38.50	$40.00	$37.00	$25.00	$60.00	**$45.75**
Bonded and Certified Security Personnel	$85.00	$115.00	$85.00	$75.00	$40.00	$60.00	**$73.78**
Other – Please List	N/A				N/A		
Crew Category	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	Hourly Labor Rate	**Hourly Equipment Rate**
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$385.00	$390.00	$330.00	$295.00	$225.00	$460.00	**$391.45**
Other – Please List	N/A				N/A		

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			AshBritt Inc		Bergeron Emergency Services, Inc		Ceres Environmental Services, Inc		CrowderGulf Joint Venture, Inc		Custom Tree Care, Inc		D&J Enterprises, Inc		DRC Emergency Services, LLC	
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.																
2	ROW Vegetative Debris Removal															
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$7.50	$30,273,975.00	$8.75	$35,319,637.50	$8.99	$36,288,404.70	$7.35	$29,668,495.50	$7.03	$28,376,805.90	$7.34	$29,628,130.20	$7.95	$32,090,413.50
	15 - 29.99 miles	1,718,400	$8.50	$14,606,400.00	$8.75	$15,036,000.00	$9.98	$17,149,632.00	$7.75	$13,317,600.00	$7.79	$13,386,336.00	$7.98	$13,712,832.00	$7.95	$13,661,280.00
	30 - 44.99 miles	5,770	$9.50	$54,815.00	$9.75	$56,257.50	$13.13	$75,760.10	$8.50	$643,960.85	$9.38	$6,040,352.77	$8.34	$50,376,542.13	$7.95	$45,871.50
	45 miles or greater	5,770	$12.00	$69,240.00	$13.75	$79,337.50	$15.32	$88,396.40	$9.00	$795,567.60	$11.49	$9,141,071.72	$8.91	$81,446,949.06	$7.95	$45,871.50
				$45,004,430.00		$50,491,232.50		$53,602,193.20		$44,425,623.95		$56,944,566.40		$175,164,453.39		$45,843,436.50
3	ROW C&D Debris Removal															
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	1,297,450	$8.50	$11,028,325.00	$9.50	$12,325,775.00	$10.78	$13,986,511.00	$7.95	$10,314,727.50	$7.77	$10,081,186.50	$9.14	$11,858,693.00	$8.25	$10,703,962.50
	30 - 59.99 miles	123,980	$9.50	$1,177,810.00	$14.75	$1,828,705.00	$11.98	$1,485,280.40	$9.00	$1,115,820.00	$9.10	$1,128,218.00	$9.67	$1,198,886.60	$9.25	$1,146,815.00
	60 - 89.99 miles	14,420	$11.50	$165,830.00	$19.75	$284,795.00	$13.98	$201,591.60	$11.00	$158,620.00	$10.92	$157,466.40	$10.63	$153,284.60	$10.25	$147,805.00
	90 - 119.99 miles	1,440	$15.00	$21,600.00	$26.00	$37,440.00	$15.49	$22,305.60	$13.90	$20,016.00	$13.05	$18,792.00	$11.97	$17,236.80	$10.25	$14,760.00
	120 - 149.99 miles	1,440	$16.00	$23,040.00	$32.00	$46,080.00	$18.49	$26,625.60	$16.00	$23,040.00	$15.22	$21,916.80	$12.80	$18,432.00	$10.25	$14,760.00
	150 - 179.99 miles	1,440	$19.50	$28,080.00	$41.00	$59,040.00	$21.49	$30,945.60	$19.00	$27,360.00	$17.49	$25,185.60	$13.74	$19,785.60	$10.25	$14,760.00
	180 miles or greater	1,440	$23.00	$33,120.00	$48.50	$69,840.00	$23.49	$33,825.60	$22.00	$31,680.00	$19.99	$28,785.60	$15.77	$22,708.80	$10.25	$14,760.00
				$12,477,805.00		$14,651,675.00		$15,787,085.40		$11,691,263.50		$11,461,550.90		$13,289,027.40		$12,057,622.50
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures															
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	5,000	$23.00	$115,000.00	$19.00	$95,000.00	$17.48	$87,400.00	$12.00	$60,000.00	$18.94	$94,700.00	$11.41	$57,050.00	$18.25	$91,250.00
	30 - 59.99 miles	20,000	$24.50	$490,000.00	$23.75	$475,000.00	$19.04	$380,800.00	$15.00	$300,000.00	$20.69	$413,800.00	$12.25	$245,000.00	$19.25	$385,000.00
	60 - 89.99 miles	20,000	$26.00	$520,000.00	$27.75	$555,000.00	$19.64	$392,800.00	$18.00	$360,000.00	$22.50	$450,000.00	$13.92	$278,400.00	$20.25	$405,000.00
	90 - 119.99 miles	10,000	$28.00	$280,000.00	$37.00	$370,000.00	$21.68	$216,800.00	$22.00	$220,000.00	$24.94	$249,400.00	$14.16	$141,600.00	$20.25	$202,500.00
	120 - 149.99 miles	10,000	$31.00	$310,000.00	$45.00	$450,000.00	$23.18	$231,800.00	$26.00	$260,000.00	$29.00	$290,000.00	$15.06	$150,600.00	$20.25	$202,500.00
	150 - 179.99 miles	5,000	$33.00	$165,000.00	$50.00	$250,000.00	$24.80	$124,000.00	$30.00	$150,000.00	$31.81	$159,050.00	$15.99	$79,950.00	$20.25	$101,250.00
	180 miles or greater	5,000	$35.00	$175,000.00	$65.00	$325,000.00	$26.36	$131,800.00	$34.00	$170,000.00	$37.12	$185,600.00	$16.30	$81,500.00	$20.25	$101,250.00
				$2,055,000.00		$2,520,000.00		$1,565,400.00		$1,520,000.00		$1,842,550.00		$1,034,100.00		$1,488,750.00
5	Demolition, Removal, Transport and Disposal of RACM Structures															
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	5,000	$43.00	$215,000.00	$22.00	$110,000.00	$26.98	$134,900.00	$14.00	$70,000.00	$35.94	$179,700.00	$11.41	$57,050.00	$28.25	$141,250.00
	30 - 59.99 miles	20,000	$44.00	$880,000.00	$26.75	$535,000.00	$28.18	$563,600.00	$17.00	$340,000.00	$37.50	$750,000.00	$12.25	$245,000.00	$29.25	$585,000.00
	60 - 89.99 miles	20,000	$46.00	$920,000.00	$30.75	$615,000.00	$29.38	$587,600.00	$20.00	$400,000.00	$38.94	$778,800.00	$13.92	$278,400.00	$30.25	$605,000.00
	90 - 119.99 miles	10,000	$48.00	$480,000.00	$40.00	$400,000.00	$31.18	$311,800.00	$24.00	$240,000.00	$40.50	$405,000.00	$14.16	$141,600.00	$30.25	$302,500.00
	120 - 149.99 miles	10,000	$49.00	$490,000.00	$48.00	$480,000.00	$33.68	$336,800.00	$28.00	$280,000.00	$43.56	$435,600.00	$15.06	$150,600.00	$30.25	$302,500.00
	150 - 179.99 miles	5,000	$50.00	$250,000.00	$53.00	$265,000.00	$36.68	$183,400.00	$32.00	$160,000.00	$45.87	$229,350.00	$15.99	$79,950.00	$30.25	$151,250.00
	180 miles or greater	5,000	$51.00	$255,000.00	$68.00	$340,000.00	$39.98	$199,900.00	$36.00	$180,000.00	$50.69	$253,450.00	$16.30	$81,500.00	$30.25	$151,250.00
				$3,490,000.00		$2,745,000.00		$2,318,000.00		$1,670,000.00		$3,031,900.00		$1,034,100.00		$2,238,750.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding															
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		3,459,882	$3.50	$12,109,587.00	$4.25	$14,704,498.50	$3.98	$13,770,330.36	$3.25	$11,244,616.50	$3.24	$11,210,017.68	$3.19	$11,037,023.58	$4.15	$14,358,510.30
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators															
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	$ Per CY	Total		Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,153,294	$3.25	$3,748,205.50	$3.75	$4,324,852.50	$3.29	$3,794,337.26	$2.10	$2,421,917.40	$2.89	$3,333,019.66	$3.19	$3,679,007.86	$3.35	$3,863,534.90
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning															
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,153,294	$2.75	$3,171,558.50	$3.50	$4,036,529.00	$1.48	$1,706,875.12	$1.75	$2,018,264.50	$2.14	$2,468,049.16	$3.19	$3,679,007.86	$3.35	$3,863,534.90
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction															
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,441,610	$3.50	$5,045,635.00	$3.25	$4,685,232.50	$2.24	$3,229,206.40	$3.25	$4,685,232.50		$0.00	$3.19	$4,598,735.90	$3.65	$5,261,876.50
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site															
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	8,650	$3.50	$30,275.00	$4.75	$41,087.50	$4.98	$43,077.00	$2.95	$25,517.50	$4.40	$38,060.00	$5.97	$51,640.50	$6.00	$51,900.00
	15 - 29.99 miles	43,250	$5.25	$227,062.50	$6.00	$259,500.00	$6.49	$280,692.50	$4.25	$183,812.50	$5.37	$232,252.50	$5.97	$258,202.50	$7.00	$302,750.00
	30 - 44.99 miles	60,550	$5.75	$348,162.50	$7.75	$469,262.50	$7.98	$483,189.00	$5.90	$357,245.00	$5.92	$358,456.00	$6.88	$416,584.00	$8.00	$484,400.00
	45 - 59.99 miles	103,800	$6.50	$674,700.00	$9.00	$934,200.00	$8.98	$932,124.00	$6.75	$700,650.00	$6.57	$681,966.00	$7.38	$766,044.00	$8.50	$882,300.00
	60 - 99.99 miles	129,750	$7.25	$940,687.50	$10.50	$1,362,375.00	$10.98	$1,424,655.00	$10.25	$1,329,937.50	$7.37	$956,257.50	$8.19	$1,062,652.50	$9.35	$1,213,162.50
	100 - 199.99 miles	173,000	$9.25	$1,600,250.00	$17.00	$2,941,000.00	$11.98	$2,072,540.00	$20.00	$3,460,000.00	$8.74	$1,512,020.00	$8.80	$1,522,400.00	$13.35	$2,309,550.00
	200 miles or greater	346,000	$11.00	$3,806,000.00	$21.00	$7,266,000.00	$17.98	$6,221,080.00	$30.00	$10,380,000.00	$10.12	$3,501,520.00	$9.73	$3,366,580.00	$17.35	$6,003,100.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site															
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	7,210	$3.75	$27,037.50	$4.75	$34,247.50	$5.18	$37,347.80	$2.95	$21,269.50		$0.00	$5.97	$43,043.70	$4.45	$32,084.50
	15 - 29.99 miles	36,040	$5.00	$180,200.00	$6.00	$216,240.00	$6.69	$241,107.60	$4.25	$153,170.00		$0.00	$5.97	$215,158.80	$5.25	$189,210.00
	30 - 44.99 miles	50,460	$6.00	$302,760.00	$7.75	$391,065.00	$8.18	$412,762.80	$5.90	$297,714.00		$0.00	$6.88	$347,164.80	$6.05	$305,283.00
	45 - 59.99 miles	86,500	$7.00	$605,500.00	$10.50	$908,250.00	$9.18	$794,070.00	$6.75	$583,875.00		$0.00	$7.38	$638,370.00	$6.85	$592,525.00
	60 - 99.99 miles	108,120	$9.00	$973,080.00	$13.50	$1,459,620.00	$11.18	$1,208,781.60	$10.25	$1,108,230.00		$0.00	$8.19	$885,502.80	$9.35	$1,010,922.00
	100 - 199.99 miles	144,160	$10.50	$1,513,680.00	$19.50	$2,811,120.00	$12.18	$1,755,868.80	$20.00	$2,883,200.00		$0.00	$8.80	$1,268,608.00	$13.35	$1,924,536.00
	200 miles or greater	188,320	$12.75	$2,401,080.00	$27.00	$5,084,640.00	$18.18	$3,423,657.60	$30.00	$5,649,600.00		$0.00	$9.73	$1,832,353.60	$17.35	$3,267,352.00
				$7,627,137.50		$13,273,425.00		$11,457,357.50		$16,437,162.50		$7,280,532.00		$7,444,103.50		$11,247,162.50
12	Removal of Hazardous Trees and Limbs															

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.		AshBritt Inc		Bergeron Emergency Services, Inc		Ceres Environmental Services, Inc		CrowderGulf Joint Venture, Inc		Custom Tree Care, Inc		D&J Enterprises, Inc		DRC Emergency Services, LLC	
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	$45.00	$13,500.00	$75.00	$22,500.00	$90.00	$27,000.00	$50.00	$15,000.00	$41.25	$12,375.00	$95.02	$28,506.00	$45.00	$13,500.00
	13 inch to 24.99 inch diameter	200	$75.00	$15,000.00	$175.00	$35,000.00	$150.00	$30,000.00	$120.00	$24,000.00	$87.50	$17,500.00	$167.84	$33,568.00	$90.00	$18,000.00
	25 inch to 36.99 inch diameter	100	$160.00	$16,000.00	$275.00	$27,500.00	$252.00	$25,200.00	$200.00	$20,000.00	$175.00	$17,500.00	$221.97	$22,197.00	$150.00	$15,000.00
	37 inch to 48.99 inch diameter	100	$225.00	$22,500.00	$395.00	$39,500.00	$390.00	$39,000.00	$300.00	$30,000.00	$255.00	$25,500.00	$298.07	$29,807.00	$250.00	$25,000.00
	49 inch and larger diameter	50	$325.00	$16,250.00	$525.00	$26,250.00	$474.00	$23,700.00	$400.00	$20,000.00	$360.00	$18,000.00	$329.73	$16,486.50	$350.00	$17,500.00
	Hanger Removal (per Tree)	12,000	$85.00	$1,020,000.00	$110.00	$1,320,000.00	$82.00	$984,000.00	$80.00	$960,000.00	$73.75	$885,000.00	$95.02	$1,140,240.00	$75.00	$900,000.00
				$1,103,250.00		$1,470,750.00		$1,128,900.00		$1,069,000.00		$975,875.00		$1,270,804.50		$989,000.00
13	Removal of Hazardous Stumps															
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total
	24 inches to 36.99 inch diameter	100	$160.00	$16,000.00	$275.00	$27,500.00	$298.00	$29,800.00	$250.00	$25,000.00	$196.25	$19,625.00	$334.19	$33,419.00	$250.00	$25,000.00
	37 inch to 48.99 inch diameter	50	$295.00	$14,750.00	$475.00	$23,750.00	$498.00	$24,900.00	$350.00	$17,500.00	$340.00	$17,000.00	$397.41	$19,870.50	$375.00	$18,750.00
	49 inch and larger diameter	25	$495.00	$12,375.00	$575.00	$14,375.00	$598.00	$14,950.00	$450.00	$11,250.00	$510.00	$12,750.00	$423.70	$10,592.50	$550.00	$13,750.00
				$43,125.00		$65,625.00		$69,650.00		$53,750.00		$49,375.00		$63,882.00		$57,500.00
14	Household Hazardous Waste Removal, Transport and Disposal															
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total
		2.5	$24,000.00	$60,000.00	$1,500.00	$3,750.00	$995.00	$2,487.50	$1,200.00	$3,000.00	$10.73	$26.83	$4,505.22	$11,263.05	$4,000.00	$10,000.00
15	Abandoned Vehicle Removal															
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
		250	$250.00	$62,500.00	$275.00	$68,750.00	$275.00	$68,750.00	$150.00	$37,500.00	$230.00	$57,500.00	$221.93	$55,482.50	$275.00	$68,750.00
16	Abandoned Vessel Removal															
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total
	Vessels on land	2500	$95.00	$237,500.00	$125.00	$312,500.00	$64.00	$160,000.00	$45.00	$112,500.00	$903.75	$2,259,375.00	$17.45	$43,625.00	$75.00	$187,500.00
	Vessels in water	1500	$150.00	$225,000.00	$375.00	$562,500.00	$105.00	$157,500.00	$90.00	$135,000.00	$1,850.00	$2,775,000.00	$32.15	$48,225.00	$225.00	$337,500.00
				$462,500.00		$875,000.00		$317,500.00		$247,500.00		$5,034,375.00		$91,850.00		$525,000.00
17	Management and Operation of Staging Areas for Vehicles and Vessels															
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	$ Per Day		$ Per Day		$ Per Day		$ Per Day		$ Per Day		$ Per Day		$ Per Day	
		120	$1,500.00	$180,000.00	$5,000.00	$600,000.00	$1,400.00	$168,000.00	$650.00	$78,000.00	$900.00	$108,000.00	$500.00	$60,000.00	$1,800.00	$216,000.00
16	ROW White Goods Debris Removal															
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$75.00	$41,250.00	$60.00	$33,000.00	$49.00	$26,950.00	$45.00	$24,750.00		$0.00	$44.10	$24,255.00	$45.00	$24,750.00
	Freon removal from eligible freon containing white goods	250	$50.00	$12,500.00	$60.00	$15,000.00	$49.00	$12,250.00	$40.00	$10,000.00		$0.00	$41.96	$10,490.00	$45.00	$11,250.00
				$53,750.00		$48,000.00		$39,200.00		$34,750.00		$0.00		$34,745.00		$36,000.00
17	E-waste Item Removal															
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
		500	$45.00	$22,500.00	$45.00	$22,500.00	$68.00	$34,000.00	$40.00	$20,000.00	$26.25	$13,125.00	$37.84	$18,920.00	$45.00	$22,500.00
18	Dead Animal Carcasses															
	Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total
		2.5	$5,500.00	$13,750.00	$500.00	$1,250.00	$198.00	$495.00	$1,000.00	$2,500.00		$0.00	$1,212.28	$3,030.70	$1,500.00	$3,750.00
19	Eligible ROW Sand Removal															
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	140,000	$15.75	$2,205,000.00	$18.00	$2,520,000.00	$11.88	$1,663,200.00	$12.95	$1,813,000.00	$15.48	$2,167,200.00	$17.19	$2,406,600.00	$18.00	$2,520,000.00
	15 - 29.99 miles	20,000	$17.00	$340,000.00	$20.00	$400,000.00	$15.47	$309,400.00	$14.95	$299,000.00	$17.76	$355,200.00	$17.19	$343,800.00	$19.00	$380,000.00
	30 - 59.99 miles	5,000	$20.50	$102,500.00	$25.00	$125,000.00	$20.96	$104,800.00	$16.95	$84,750.00	$20.49	$102,450.00	$17.19	$85,950.00	$20.00	$100,000.00
				$2,647,500.00		$3,045,000.00		$2,077,400.00		$2,196,750.00		$2,624,850.00		$2,836,350.00		$3,000,000.00
20	Eligible Private Property Sand Removal															
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	50,000	$17.75	$887,500.00	$21.00	$1,050,000.00	$13.13	$656,500.00	$14.95	$747,500.00	$17.21	$860,500.00	$17.19	$859,500.00	$19.00	$950,000.00
	15 - 29.99 miles	5,000	$19.00	$95,000.00	$23.00	$115,000.00	$16.72	$83,600.00	$16.95	$84,750.00	$19.48	$97,400.00	$17.19	$85,950.00	$20.00	$100,000.00
	30 - 59.99 miles	2,000	$22.50	$45,000.00	$28.00	$56,000.00	$22.21	$44,420.00	$18.95	$37,900.00	$22.06	$44,120.00	$17.19	$34,380.00	$21.00	$42,000.00
				$1,027,500.00		$1,221,000.00		$784,520.00		$870,150.00		$1,002,020.00		$979,830.00		$1,092,000.00
21	Beach Scrape and Clean															
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		390,000	$12.75	$4,972,500.00	$24.00	$9,360,000.00	$14.45	$5,635,500.00	$12.95	$5,050,500.00	$12.06	$4,703,400.00	$17.19	$6,704,100.00	$15.15	$5,908,500.00
22	Eligible Waterway Debris Removal															

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			AshBritt Inc		Bergeron Emergency Services, Inc		Ceres Environmental Services, Inc		CrowderGulf Joint Venture, Inc		Custom Tree Care, Inc		D&J Enterprises, Inc		DRC Emergency Services, LLC	
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.																
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	Land based debris removal	25,000	$48.50	$1,212,500.00	$21.00	$525,000.00	$59.00	$1,475,000.00	$42.00	$1,050,000.00		$0.00	$18.39	$459,750.00	$55.00	$1,375,000.00
	Water based debris removal	25,000	$125.00	$3,125,000.00	$65.00	$1,625,000.00	$89.00	$2,225,000.00	$98.00	$2,450,000.00		$0.00	$39.81	$995,250.00	$130.00	$3,250,000.00
				$4,337,500.00		$2,150,000.00		$3,700,000.00		$3,500,000.00		$0.00		$1,455,000.00		$4,625,000.00
23	Cradle to Grave: ROW Vegetative Debris															
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		5,520,000	$16.50	$91,080,000.00	$25.75	$142,140,000.00	$15.98	$88,209,600.00	$14.95	$82,524,000.00	$15.75	$86,940,000.00	$15.96	$88,099,200.00	$13.41	$74,023,200.00
24	Cradle to Grave: ROW C&D Debris															
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,380,000	$18.50	$25,530,000.00	$31.00	$42,780,000.00	$18.98	$26,192,400.00	$16.90	$23,322,000.00	$16.63	$22,949,400.00	$17.96	$24,784,800.00	$16.53	$22,811,400.00
		Total:	$218,816,675.00		$309,097,541.00		$230,252,312.62		$209,605,216.35		$219,562,083.46		$342,294,809.38		$205,123,243.20	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			Panhandle Grading & Paving, Inc		Phillips & Jordan, Inc		Roads, Inc. of NWF		Southern Disaster Recovery, LLC		TFR Enterprises, Inc		Escambia County Counter Offer	
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.														
2	ROW Vegetative Debris Removal													
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	
	0 - 14.99 miles	4,036,530	$9.15	$36,934,249.50	$9.25	$37,337,902.50	$6.50	$26,237,445.00	$7.90	$31,888,587.00	$7.45	$30,072,148.50	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$9.80	$16,840,320.00	$9.75	$16,754,400.00	$7.00	$12,028,800.00	$8.75	$15,036,000.00	$8.45	$14,520,480.00	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$10.30	$472,476.45	$10.25	$4,842,883.61	$9.00	$43,585,952.51	$10.00	$435,859,525.13	$10.45	$4,554,732,037.56	$9.55	$55,086.19
	45 miles or greater	5,770	$12.80	$587,155.20	$10.75	$6,311,918.40	$11.50	$72,587,061.60	$11.75	$852,897,973.80	$11.45	$9,765,681,800.01	$11.34	$65,431.80
				$54,834,201.15		$65,247,104.51		$154,439,259.11		$1,335,682,085.93		$14,365,006,466.07		$46,861,767.52
3	ROW C&D Debris Removal													
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	1,297,450	$8.30	$10,768,835.00	$9.25	$12,001,412.50	$7.50	$9,730,875.00	$8.95	$11,612,177.50	$8.75	$11,352,687.50	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,264,596.00	$9.75	$1,208,805.00	$8.25	$1,022,835.00	$13.75	$1,704,725.00	$9.75	$1,208,805.00	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$12.80	$184,576.00	$10.25	$147,805.00	$9.00	$129,780.00	$16.00	$230,720.00	$10.75	$155,015.00	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$18.00	$25,920.00	$10.75	$15,480.00	$12.00	$17,280.00	$17.00	$24,480.00	$11.75	$16,920.00	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$22.00	$31,680.00	$11.25	$16,200.00	$15.00	$21,600.00	$17.75	$25,560.00	$13.75	$19,800.00	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$28.00	$40,320.00	$11.75	$16,920.00	$18.00	$25,920.00	$18.50	$26,640.00	$15.75	$22,680.00	$18.32	$26,383.68
	180 miles or greater	1,440	$34.00	$48,960.00	$12.50	$18,000.00	$21.00	$30,240.00	$19.75	$28,440.00	$17.75	$25,560.00	$20.93	$30,132.00
				$12,364,887.00		$13,424,622.50		$10,978,530.00		$13,652,742.50		$12,801,467.50		$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures													
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	5,000	$15.50	$77,500.00	$16.00	$80,000.00	$21.00	$105,000.00	$18.50	$92,500.00	$27.00	$135,000.00	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$26.00	$520,000.00	$16.75	$335,000.00	$24.00	$480,000.00	$20.50	$410,000.00	$29.00	$580,000.00	$20.95	$418,960.00
	60 - 89.99 miles	20,000	$29.00	$580,000.00	$17.50	$350,000.00	$25.00	$500,000.00	$22.50	$450,000.00	$31.00	$620,000.00	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$32.00	$320,000.00	$18.25	$182,500.00	$27.00	$270,000.00	$24.50	$245,000.00	$33.00	$330,000.00	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$34.00	$340,000.00	$19.00	$190,000.00	$29.00	$290,000.00	$26.50	$265,000.00	$35.00	$350,000.00	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$41.00	$205,000.00	$19.75	$98,750.00	$31.00	$155,000.00	$28.50	$142,500.00	$37.00	$185,000.00	$29.71	$148,555.00
	180 miles or greater	5,000	$46.00	$230,000.00	$21.00	$105,000.00	$33.00	$165,000.00	$32.50	$162,500.00	$39.00	$195,000.00	$32.42	$162,115.00
				$2,272,500.00		$1,341,250.00		$1,965,000.00		$1,767,500.00		$2,395,000.00		$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures													
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 29.99 miles	5,000	$32.00	$160,000.00	$18.00	$90,000.00	$44.00	$220,000.00	$28.50	$142,500.00	$31.00	$155,000.00	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$34.00	$680,000.00	$18.75	$375,000.00	$45.00	$900,000.00	$30.50	$610,000.00	$33.00	$660,000.00	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$41.00	$820,000.00	$19.50	$390,000.00	$46.00	$920,000.00	$32.50	$650,000.00	$35.00	$700,000.00	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$45.00	$450,000.00	$20.25	$202,500.00	$47.00	$470,000.00	$34.50	$345,000.00	$37.00	$370,000.00	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$47.00	$470,000.00	$21.00	$210,000.00	$48.00	$480,000.00	$36.50	$365,000.00	$39.00	$390,000.00	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$51.00	$255,000.00	$21.75	$108,750.00	$49.00	$245,000.00	$38.50	$192,500.00	$41.00	$205,000.00	$39.61	$198,025.00
	180 miles or greater	5,000	$55.00	$275,000.00	$22.75	$113,750.00	$50.00	$250,000.00	$42.50	$212,500.00	$43.00	$215,000.00	$42.12	$210,585.00
				$3,110,000.00		$1,490,000.00		$3,485,000.00		$2,517,500.00		$2,695,000.00		$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding													
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		3,459,882	$3.10	$10,725,634.20	$3.95	$13,666,533.90	$2.40	$8,303,716.80	$3.75	$12,974,557.50	$2.50	$8,649,705.00	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators													
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,153,294	$3.10	$3,575,211.40	$4.15	$4,786,170.10	$1.90	$2,191,258.60	$3.15	$3,632,876.10	$1.50	$1,729,941.00	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning													
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,153,294	$2.90	$3,344,552.60	$3.20	$3,690,540.80	$1.40	$1,614,611.60	$3.00	$3,459,882.00	$1.50	$1,729,941.00	$2.53	$2,913,220.64
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction													
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,441,610	$2.90	$4,180,669.00	$2.95	$4,252,749.50	$3.90	$5,622,279.00	$1.00	$1,441,610.00	$1.50	$2,162,415.00	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site													
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	8,650	$4.30	$37,195.00	$6.00	$51,900.00	$4.25	$36,762.50	$4.50	$38,925.00	$4.00	$34,600.00	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.15	$222,737.50	$6.50	$281,125.00	$5.25	$227,062.50	$5.25	$227,062.50	$5.00	$216,250.00	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.20	$375,410.00	$7.25	$438,987.50	$5.70	$345,135.00	$6.25	$378,437.50	$6.00	$363,300.00	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$6.80	$705,840.00	$8.00	$830,400.00	$6.10	$633,180.00	$6.50	$674,700.00	$7.00	$726,600.00	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$7.70	$999,075.00	$9.00	$1,167,750.00	$6.60	$856,350.00	$7.50	$973,125.00	$8.00	$1,038,000.00	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.30	$1,781,900.00	$10.50	$1,816,500.00	$7.45	$1,288,850.00	$7.50	$1,297,500.00	$9.00	$1,557,000.00	$10.64	$1,841,066.00
	200 miles or greater	346,000	$12.60	$4,359,600.00	$12.00	$4,152,000.00	$8.65	$2,992,900.00	$7.50	$2,595,000.00	$10.00	$3,460,000.00	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site													
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	0 - 14.99 miles	7,210	$4.30	$31,003.00	$6.00	$43,260.00	$3.75	$27,037.50	$4.50	$32,445.00	$4.00	$28,840.00	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$5.15	$185,606.00	$6.50	$234,260.00	$4.75	$171,190.00	$5.25	$189,210.00	$5.00	$180,200.00	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.70	$287,622.00	$7.25	$365,835.00	$5.20	$262,392.00	$6.25	$315,375.00	$6.00	$302,760.00	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.20	$536,300.00	$8.00	$692,000.00	$5.60	$484,400.00	$6.50	$562,250.00	$7.00	$605,500.00	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.20	$778,464.00	$9.00	$973,080.00	$6.10	$659,532.00	$7.50	$810,900.00	$8.00	$864,960.00	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$8.90	$1,283,024.00	$10.50	$1,513,680.00	$6.95	$1,001,912.00	$8.50	$1,225,360.00	$9.00	$1,297,440.00	$10.12	$1,459,331.68
	200 miles or greater	188,320	$16.00	$3,013,120.00	$12.00	$2,259,840.00	$8.15	$1,534,808.00	$9.00	$1,694,880.00	$10.00	$1,883,200.00	$13.20	$2,486,012.32
				$8,481,757.50		$8,738,662.50		$6,380,240.00		$6,184,750.00		$7,395,750.00		$8,898,229.05
12	Removal of Hazardous Trees and Limbs													

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.		Panhandle Grading & Paving, Inc		Phillips & Jordan, Inc		Roads, Inc. of NWF		Southern Disaster Recovery, LLC		TFR Enterprises, Inc		Escambia County Counter Offer	
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total	$ Per Tree	Total
6 inch to 12.99 inch diameter	300	$32.00	$9,600.00	$65.00	$19,500.00	$39.00	$11,700.00	$45.00	$13,500.00	$98.00	$29,400.00	$59.03	$17,708.10
13 inch to 24.99 inch diameter	200	$195.00	$39,000.00	$90.00	$18,000.00	$44.00	$8,800.00	$85.00	$17,000.00	$175.00	$35,000.00	$121.53	$24,306.80
25 inch to 36.99 inch diameter	100	$215.00	$21,500.00	$175.00	$17,500.00	$165.00	$16,500.00	$160.00	$16,000.00	$365.00	$36,500.00	$199.90	$19,989.70
37 inch to 48.99 inch diameter	100	$290.00	$29,000.00	$250.00	$25,000.00	$245.00	$24,500.00	$375.00	$37,500.00	$900.00	$90,000.00	$304.81	$30,480.70
49 inch and larger diameter	50	$430.00	$21,500.00	$325.00	$16,250.00	$390.00	$19,500.00	$595.00	$29,750.00	$1,400.00	$70,000.00	$417.87	$20,893.65
Hanger Removal (per Tree)	12,000	$75.00	$900,000.00	$120.00	$1,440,000.00	$77.50	$930,000.00	$70.00	$840,000.00	$98.00	$1,176,000.00	$85.13	$1,021,524.00
			$1,020,600.00		$1,536,250.00		$1,011,000.00		$953,750.00		$1,436,900.00		$1,134,902.95
13 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total	$ Per Stump	Total
24 inches to 36.99 inch diameter	100	$72.00	$7,200.00	$350.00	$35,000.00	$300.00	$30,000.00	$200.00	$20,000.00	$300.00	$30,000.00	$256.34	$25,634.40
37 inch to 48.99 inch diameter	50	$135.00	$6,750.00	$575.00	$28,750.00	$385.00	$19,250.00	$350.00	$17,500.00	$500.00	$25,000.00	$396.54	$19,827.05
49 inch and larger diameter	25	$260.00	$6,500.00	$850.00	$21,250.00	$447.50	$11,187.50	$525.00	$13,125.00	$700.00	$17,500.00	$527.42	$13,185.50
			$20,450.00		$85,000.00		$60,437.50		$50,625.00		$72,500.00		$58,646.95
14 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total
	2.5	$12.50	$31.25	$17,500.00	$43,750.00	$32,500.00	$81,250.00	$135.00	$337.50	$4.00	$10.00	$5,385.85	$13,464.61
15 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
	250	$310.00	$77,500.00	$250.00	$62,500.00	$165.00	$41,250.00	$125.00	$31,250.00	$300.00	$75,000.00	$239.19	$59,798.25
16 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total	$ Per LF	Total
Vessels on land	2500	$1,800.00	$4,500,000.00	$40.00	$100,000.00	$150.00	$375,000.00	$95.00	$237,500.00	$1,000.00	$2,500,000.00	$259.28	$648,187.50
Vessels in water	1500	$1,550.00	$2,325,000.00	$60.00	$90,000.00	$350.00	$525,000.00	$125.00	$187,500.00	$2,000.00	$3,000,000.00	$488.00	$732,000.00
			$6,825,000.00		$190,000.00		$900,000.00		$425,000.00		$5,500,000.00		$1,380,187.50
17 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	$ Per Day		$ Per Day		$ Per Day		$ Per Day		$ Per Day		$ Per Day	
	120	$1,360.00	$163,200.00	$450.00	$54,000.00	$2,100.00	$252,000.00	$200.00	$24,000.00	$1,800.00	$216,000.00	$1,246.00	$149,520.00
16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$110.00	$60,500.00	$75.00	$41,250.00	$45.00	$24,750.00	$20.00	$11,000.00	$60.00	$33,000.00	$49.81	$27,395.50
Freon removal from eligible freon containing white goods	250	$350.00	$87,500.00	$25.00	$6,250.00	$65.00	$16,250.00	$25.00	$6,250.00	$40.00	$10,000.00	$41.60	$10,399.00
			$148,000.00		$47,500.00		$41,000.00		$17,250.00		$43,000.00		$37,794.50
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total	$ Per Unit	Total
	500	$18.50	$9,250.00	$25.00	$12,500.00		$0.00	$25.00	$12,500.00	$100.00	$50,000.00	$35.71	$17,854.50
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total	$ Per Ton	Total
	2.5	$250.00	$625.00	$4,000.00	$10,000.00	$1,000.00	$2,500.00	$135.00	$337.50	$10.00	$25.00	$979.53	$2,448.82
19 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
0 - 14.99 miles	140,000	$1,150.00	$161,000,000.00	$18.00	$2,520,000.00	$14.00	$1,960,000.00	$24.00	$3,360,000.00	$26.00	$3,640,000.00	$17.94	$2,511,180.00
15 - 29.99 miles	20,000	$18.50	$370,000.00	$19.75	$395,000.00	$16.50	$330,000.00	$26.00	$520,000.00	$31.00	$620,000.00	$18.72	$374,340.00
30 - 59.99 miles	5,000	$23.50	$117,500.00	$22.00	$110,000.00	$19.90	$99,500.00	$29.00	$145,000.00	$36.00	$180,000.00	$21.85	$109,270.00
			$161,487,500.00		$3,025,000.00		$2,389,500.00		$4,025,000.00		$4,440,000.00		$2,994,790.00
20 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
0 - 14.99 miles	50,000	$13.50	$675,000.00	$18.00	$900,000.00	$16.00	$800,000.00	$24.00	$1,200,000.00	$27.00	$1,350,000.00	$17.86	$893,000.00
15 - 29.99 miles	5,000	$18.50	$92,500.00	$19.75	$98,750.00	$18.50	$92,500.00	$26.00	$130,000.00	$32.00	$160,000.00	$19.84	$99,185.00
30 - 59.99 miles	2,000	$23.50	$47,000.00	$22.00	$44,000.00	$25.00	$50,000.00	$29.00	$58,000.00	$37.00	$74,000.00	$23.42	$46,844.00
			$814,500.00		$1,042,750.00		$942,500.00		$1,388,000.00		$1,584,000.00		$1,039,029.00
21 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	390,000	$8.90	$3,471,000.00	$32.00	$12,480,000.00	$12.10	$4,719,000.00	$24.00	$9,360,000.00	$27.00	$10,530,000.00	$17.17	$6,694,350.00
22 Eligible Waterway Debris Removal													

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.			Panhandle Grading & Paving, Inc		Phillips & Jordan, Inc		Roads, Inc. of NWF		Southern Disaster Recovery, LLC		TFR Enterprises, Inc		Escambia County Counter Offer	
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
	Land based debris removal	25,000	$23.50	$587,500.00	$42.50	$1,062,500.00	$24.00	$600,000.00	$22.00	$550,000.00	$68.00	$1,700,000.00	$33.75	$843,750.00
	Water based debris removal	25,000	$48.50	$1,212,500.00	$47.50	$1,187,500.00	$99.00	$2,475,000.00	$63.00	$1,575,000.00	$128.00	$3,200,000.00	$76.30	$1,907,500.00
				$1,800,000.00		$2,250,000.00		$3,075,000.00		$2,125,000.00		$4,900,000.00		$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris													
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		5,520,000	$23.60	$130,272,000.00	$19.75	$109,020,000.00	$14.00	$77,280,000.00	$20.25	$111,780,000.00	$17.00	$93,840,000.00	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris													
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total	$ Per CY	Total
		1,380,000	$26.60	$36,708,000.00	$19.95	$27,531,000.00	$16.50	$22,770,000.00	$13.75	$18,975,000.00	$19.00	$26,220,000.00	$18.76	$25,881,900.00
		Total:	$440,562,516.50		$268,087,343.01		$303,855,721.01		$1,524,896,672.03		$14,546,843,179.57		$227,426,656.42	

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and AshBritt, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 65-0364711, whose principal address is 565 East Hillsboro Blvd., Deerfield Beach, Florida 33441.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: AshBritt, Inc.	To: Escambia County
Attention: Brittany P. Castillo	Attention: County Administrator
565 East Hillsboro Blvd	221 Palafox Place, Suite 420
Deerfield Beach, Florida 33441	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR: ASHBRITT, INC.

_____
Brittany Perkins Castillo, CEO/President

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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Figure 1 – FEMA Stump Conversion Table	67

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50’ Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12’ Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☑ Acceptance

☐ Rejection

Firm: AshBritt, Inc.

Signature: Dow K

Name: Dow Knight, SVP

Date: 10/18/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bergeron Emergency Services, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 65-1274968, whose principal address is 19612 S.W. 69th Place, Pembroke Pines, Florida 33332.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bergeron Emergency Services, Inc.	To: Escambia County
Attention: Brian Thomason	Attention: County Administrator
19612 S.W. 69th Place	221 Palafox Place, Suite 420
Pembroke Pines, Florida 33332	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
BERGERON EMERGENCY SERVICES, INC.

_____
Brian Thomason, Vice President

Date: _____

_____
Corporate Secretary

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	**$ Per CY**	**Total**
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: Bergeron Emergency Services, Inc.

Signature: _____

Name: Ronald M. Bergeron, Jr.

Date: 9/27/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Ceres Environmental Services, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 41-1816075, whose principal address is 3825 85th Avenue North, Brooklyn Park, MN.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ceres Environmental Services, Inc.
Attention: David Mcintyre
3825 85th Avenue North
Brooklyn Park, MN 55443

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to: Ceres Environmental Services, Inc
Disaster Relief Operations
6968 Professional Parkway East
Sarasota, FL 34240

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify

the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-14-2020

CONTRACTOR:
CERES ENVIRONMENTAL SERVICES, INC.

_____
David Preus, Vice President

Date: _____

_____
Corporate Secretary

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: Ceres Environmental Services, Inc.

Signature: 

Name: Dawn Brown, Assistant Corporate Secretary

Date: October 28, 2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Crowder-Gulf Joint Venture, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 01-0626019, whose principal address is 5435 Business Parkway, Theodore, Alabama 36582.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Crowder-Gulf Joint Venture, Inc.	To: Escambia County
Attention: John Ramsay	Attention: County Administrator
5435 Business Parkway	221 Palafox Place, Suite 420
Theodore, Alabama 36582	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
CROWDER-GULF JOINT VENTURE, INC.

John Ramsay, President & CEO

Date: _____

Corporate Secretary

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: CrowderGulf Joint Venture, Inc.

Signature: Ashley Ramsay-Naile

Name: Ashley Ramsay-Naile

Date: 09/25/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Custom Tree Care, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 48-1245968, whose principal address is 6021 S.W. 29th Street, PMB #130, Topeka, Kansas 66614.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Custom Tree Care, Inc.	To: Escambia County
Attention: Greg Gathers	Attention: County Administrator
6021 S.W. 29th Street, PMB #130	221 Palafox Place, Suite 420
Topeka, Kansas 66614	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR: CUSTOM TREE CARE, INC.

_____
Greg Gathers, President

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
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	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: Custom Tree Care Inc.

Signature: [signature]

Name: Greg Gathers

Date: 10/25/19

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and D & J of Alabama, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-0943382, whose principal address is 3495 Lee Road 10, Auburn, Alabama 36832.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: D&J of Alabama, Inc.	To: Escambia County
Attention: Richard Starr	Attention: County Administrator
3495 Lee Road 10	221 Palafox Place, Suite 420
Auburn, Alabama 36832	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-14-2020

CONTRACTOR:
D & J OF ALABAMA, INC.

_____
Richard Starr, President

Date: _____

_____
Corporate Secretary

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. **Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. **Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A



Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64



9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: D&J Enterprises, Inc.

Signature: _____

Name: Jason Sanders, Vice President

Date: 9/25/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and DRC Emergency Services, LLC (hereinafter referred to as "Contractor"), a for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 63-1283729, whose principal address is 6702 Broadway Street, Galveston, Texas 77554.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: DRC Emergency Services, LLC	To: Escambia County
Attention: Kristy Fuentes, VP	Attention: County Administrator
6702 Broadway Street	221 Palafox Place, Suite 420
Galveston, TX 77554	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or

allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts,

such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
DRC EMERGENCY SERVICES, LLC

_____
Witness

_____
Kristy Fuentes, Vice President

_____
Witness

Date: _____

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40



Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00



22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: DRC Emergency Services, LLC

Signature: [signature]

Name: Kristy Fuentes

Date: 10/25/19

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Panhandle Grading & Paving, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1879185, whose principal address is 2665 Solo Dos Familiaf, Pensacola, FL 32534.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Grading & Paving, Inc.
Attention: Donald Long, VP
2665 Solo Dos Familiaf
Pensacola, FL 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or

allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts,

such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
PANHANDLE GRADING AND PAVING, INC.

_____
Donald Long, Vice President

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
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	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

● Acceptance

☐ Rejection

Firm: Panhandle Grading & Paving, Inc.

Signature: _____

Name: Donald Long - Vice President

Date: 10/18/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Phillips and Jordan, Incorporated (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 56-0694573, whose principal address is 10201 Parkside Drive, Suite 300, Knoxville, TN 37922.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Phillips and Jordan, Inc.	To: Escambia County
Attention: Dudley Orr	Attention: County Administrator
10201 Parkside Drive, Suite 300	221 Palafox Place, Suite 420
Knoxville, TN 37922	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
PHILLIPS AND JORDAN, INCORPORATED

_____
Dudley Orr, Vice President

Date: _____

_____
Corporate Secretary

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. **Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. **Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: Phillips & Jordan, Inc.

Signature: Dudley Orr

Name: Dudley Orr, Vice President

Date: October 2, 2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Roads, Inc. of NWF (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3598732, whose principal address is 106 Stone Boulevard., Cantonment, Florida 32533.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Roads, Inc. of NWF	To: Escambia County
Attention: Cody Rawson	Attention: County Administrator
106 Stone Blvd	221 Palafox Place, Suite 420
Cantonment, FL 32533	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR: ROADS, INC. OF NWF

_____
Cody Rawson, President

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

RW

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

RW

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

RW

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

RW

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

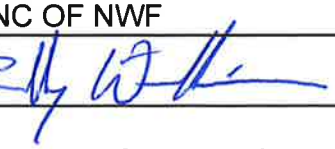
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☑ Acceptance

☐ Rejection

Firm: ROADS INC OF NWF

Signature: 

Name: ROBBY WILLIAMS VICE-PRESIDENT, COO

Date: 9/25/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Southern Disaster Recovery, LLC (hereinafter referred to as "Contractor"), a for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-5312400, whose principal address is 109 White Oak Road, Greenville, SC 29609.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement

Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages

incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Southern Disaster Recovery, LLC
Attention: Al McClaran
109 White Oak Road
Greenville, SC 29609

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any

public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-13-2020

CONTRACTOR:
SOUTHERN DISASTER RECOVERY, LLC

_____
Witness

_____
Al McClaran, CEO

_____
Witness

Date: _____

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☑ Acceptance

☐ Rejection

Firm: Southern Disaster Recovery

Signature: [signature]

Name: Al McClaran

Date: 10/25/2019

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

AGREEMENT FOR DEBRIS HAULING SERVICES (PD# 18-19.027)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and T.F.R., Inc. of Texas (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 72-1149862, whose principal address is 601 Leander Drive, Leander, TX 78641.

WITNESSETH:

WHEREAS, on or about April 1, 2019, the County issued an Invitation to Negotiate (PD# 18-19.027) seeking contractors to perform disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 18-19.027*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's bid form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and

the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

7. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work

under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. $10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. $1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. $100.00 per incident for failure to sufficiently clean collection site(s);
4. $500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor’s payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment

shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

10. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: T.F.R., Inc. of Texas	To: Escambia County
Attention: Tipton Rowland	Attention: County Administrator
601 Leander Dr.	221 Palafox Place, Suite 420
Leander, TX 78641	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed

except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

18. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be

obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

19. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit C**, as applicable.

24. Contract Documents Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-14-2020

CONTRACTOR: T.F.R., INC. OF TEXAS

_____
Tipton Rowland, President

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A

ESCAMBIA COUNTY FLORIDA

INVITATION TO NEGOTIATE

Debris Hauling Services for Escambia County

SOLICITATION NUMBER PD 18-19.027

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CST, April 24, 2019**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida

Invitation to Negotiate

Proposer's Checklist

Debris Hauling Services for Escambia County

SPECIFICATION PD 18-19.027

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

  * *Documents submitted with Proposals are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 1 ELECTRONIC COPY)
- PROPOSAL RESPONSE (1 ORIGINAL AND 1 ELECTRONIC COPY)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Debris Hauling Services for Escambia County
PD 18-19.027
Request for Proposals

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION AND OFFER FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

DEBRIS HAULING SERVICES FOR ESCAMBIA COUNTY
Solicitation Number PD 18-19.027

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 of Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type With Operator	Hourly Equipment Rate
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flagperson	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	$ Per CY	Total
	0 - 14.99 miles	4,036,530	$	$
	15 - 29.99 miles	1,718,400	$	$
	30 - 44.99 miles	5,770	$	$
	45 miles or greater	5,770	$	$
				$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$	$
	30 - 59.99 miles	123,980	$	$
	60 - 89.99 miles	14,420	$	$
	90 - 119.99 miles	1,440	$	$
	120 - 149.99 miles	1,440	$	$
	150 - 179.99 miles	1,440	$	$
	180 miles or greater	1,440	$	$
				$
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	20,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	60 - 89.99 miles	20,000	$	$
	90 - 119.99 miles	10,000	$	$
	120 - 149.99 miles	10,000	$	$
	150 - 179.99 miles	5,000	$	$
	180 miles or greater	5,000	$	$
				$
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$	$
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$	$
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$	$
9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$	$
	15 - 29.99 miles	43,250	$	$
	30 - 44.99 miles	60,550	$	$
	45 - 59.99 miles	103,800	$	$
	60 - 99.99 miles	129,750	$	$
	100 - 199.99 miles	173,000	$	$
	200 miles or greater	346,000	$	$
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$	$
	15 - 29.99 miles	36,040	$	$
	30 - 44.99 miles	50,460	$	$
	45 - 59.99 miles	86,500	$	$
	60 - 99.99 miles	108,120	$	$
	100 - 199.99 miles	144,160	$	$
	200 miles or greater	188,320	$	$
				$
12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	$	$
	25 inch to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	100	$	$
	49 inch and larger diameter	50	$	$
	Hanger Removal (per Tree)	12,000	$	$
				$
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$	$
	37 inch to 48.99 inch diameter	50	$	$
	49 inch and larger diameter	25	$	$
				$
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$	$
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$	$
16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$	$
	Vessels in water	1500	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
				$
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$	$
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$	$
	Freon removal from eligible freon containing white goods	250	$	$
				$
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$	$
18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$	$
	15 - 29.99 miles	20,000	$	$
	30 - 59.99 miles	5,000	$	$
				$
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$	$
	15 - 29.99 miles	5,000	$	$
	30 - 59.99 miles	2,000	$	$
				$
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$	$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$	$
	Water based debris removal	25,000	$	$
				$
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$	$
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$	$
		Total:	$	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.027, Debris Hauling Services for Escambia County, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Proposal Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Liquidated Damages**

See Part V Scope of Services, page 61

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Additional Requirements PART V Scope of Services, page 65

9. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

17.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART I GENERAL PROPOSAL AND CONTRACT INFORMATION

1-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the ITN is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 1, 2019**
Final Date for Questions	**5:00 p.m., CST, April 16, 2019**
Proposal due date	**1:00 p.m. CST, April 24, 2019**
Short-Listing Meeting	**3:30 p.m., CST, April 29, 2019**
Negotiations/Acceptance or Rejection	**12:00 p.m., CST, May 3, 2019**
Board of County Commissioners approval	**May 16, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1)** complete submittal in electronic format (memory stick or CD) having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the ITB for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the ITB requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this ITB shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *Automated Debris Management System (ADMS)* -- An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request their debris monitoring contractor to utilize an ADMS for debris operations.
5. *CFR* – Code of Federal Regulations.
6. *Chipping or Mulching*: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. *Contract* – shall mean ITB.
8. *County* – Escambia County, Florida
9. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.

11. *Dead Animal Carcasses* –Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.

12. *Debris*—Items and materials broken, destroyed or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.

13. *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).

14. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

15. *Debris Removal*—Picking up debris and taking it to a debris management site, compositing facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *Demolition*- The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contracts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

19. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.

20. *Eligible Construction and Demolition Debris*—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and

their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of the major disaster event.

21. *Eligible E-waste Items* – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).

22. *Eligible Hazardous Hanger* – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

23. *Eligible Hazardous Leaning Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

24. *Eligible Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

25. *Eligible Hazardous Waste*- Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

26. *Eligible Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *Eligible Vegetative Debris- As outline in FEMA Publication FP-104-009-2,* , vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. *Eligible White Goods* – As outlined in FEMA PublicationFP-104-009-2, , white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

29. *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.

30. *EPA* – United States Environmental Protection Agency
31. *FDEP*- Florida Department of Environmental Protection
32. *FDH*– Florida Department of Health
33. *FDOT* – Florida Department of Transportation
34. *FEMA* –Federal Emergency Management Agency
35. *FEMA Public Assistance Program and Policy Guide (PAPPG)* – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all pervious policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
36. *FHWA*- Federal Highway Administration.
37. *Force Account Labor*—Labor performed by the applicant's permanent, full time or temporary employees.
38. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
39. *Hold Harmless*- Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
40. *ITB*- Invitation to Negotiate
41. *Moving Ahead for Progress in the 21st Century (MAP 21)*—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
42. *Mutual Aid Agreement*—A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
43. *OSHA* – Occupational Safety and Health Administration

44. *PPE*- Personal Protective Equipment. May also be referred to as “Safety Gear”.
45. *RACM*- Regulated Asbestos Containing Material
46. *RCRA* - Resource Conservation and Recovery Act
47. *Recycling*- The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
48. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
49. *Regulated Waste*- Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
50. *Right of Entry*- As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
51. *Right-of-Way*- The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
52. *ROE* – Right-of-entry
53. *ROW* – Right-of-way
54. *RRC* – Rapid Response Crew
55. *Scale/Weigh Station*- A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
56. *State*- State of Florida.
57. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
58. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
59. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
60. *United States Army Corps of Engineers (USACE)*- A component of the Unites States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Invitation to Negotiate (ITB) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

   A. ***Letter of Transmittal***: This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

   B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.

   C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.

   D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

   E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.

   F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.

G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2019 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business.

H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2013 through 2018 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

I. ***Acknowledgment of Addenda:*** Include assigned and dated copy of last addendum issued by the County, if any.

J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the ITB documents.

K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.

L. **Alternative Disposal Sites**: The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2013 – 2018). Please provide Contractor's explanation for the termination or dismissal.

N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.

2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this ITB. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

   A. Loading, hauling, and reduction of debris
   B. Ability to manage activation of multiple contracts
   C. Methods for mobilization/demobilization
   D. Documenting and resolving damages
   E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
   - Project manager – must have five (5) years of experience
   - Operations manager – must have three (3) years of experience

   Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.

5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

7. **Licenses and Certificates**: List any licenses or certifications related to the scope or work described in this ITB. State if the Proposer does not have any related or applicable licenses or certifications.

8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.

9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these ITB documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 PROPOSAL EVALUATION

Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience regarding the attached scope of work, service area, and amount of debris collected.

Previous experience with State and Federal reimbursement programs; including, but not limited to, FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Direct and indirect references.

Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.

The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.

The character, integrity, reputation, judgment, experience of proposer.

The schedule and availability of the proposer; to include response time.

Financial stability.

The Current and projected workload of the proposer; to include current contracts with other government entities.

Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment.

The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the County.

Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Contractor's senior representative will be present at County EOC 24 hours prior to anticipated event, if requested by County; if not already present Contractor's senior representative will report to County EOC within 24 hours of notification by County after an event.

PART 5 SCOPE OF SERVICES

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

   Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared

disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. <u>Demolition, Removal,Transport and Disposal of Non-RACM Structures</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA)

and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all

utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. <u>DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.

c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.

k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. <u>DMS Management, Operations and Reduction of Construction and Demolition Debris Through Compaction</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of construction and demolition debris through compaction of eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

n. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and

soil testing.

o. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.

p. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

q. All un-reduced storm debris must be staged separately from reduced debris at the DMS.

r. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

s. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

t. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

u. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

v. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

w. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.

x. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

y. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITB (See pages 36-37, Debris Site Tower Specifications).

z. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental

regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced Construction and Demolition Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible compacted C&D existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all

applicable local, state, and federal laws.

b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.

c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. <u>Removal of Hazardous Trees and Limbs</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for

reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. The tree has a broken canopy
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is two (2) inches of greater in diameter when measured at the break.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

13. <u>Removal of Hazardous Stumps</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In

order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.

c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.

d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security

e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. <u>ROW White Goods Debris Removal</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. <u>Beach Scrape and Clean</u>

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.

b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. <u>Marine Debris Removal</u>

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative

25. <u>Cradle to Grave – ROW Vegetative Debris</u>

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

26. Cradle to Grave – ROW C&D Debris

a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the

jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the

debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work

hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

a. The Contractor shall pay the County, as liquidated damages, $10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

b. The Contractor shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Contractor shall pay the County, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

d. The Contractor shall pay the County, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractors responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or

communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use

ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.

d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the

Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.

m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE **Escambia County Counter Offer**	
Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	$143.32
Bobcat Loader	$108.48
50' Bucket Truck	$212.25
Crash Truck w/Impact Attenuator	$142.65
Dozer, Tracked, D4 or Equivalent	$141.90
Dozer, Tracked, D6 or Equivalent	$180.90
Dozer, Tracked, D7 or Equivalent	$224.15
Dozer, Tracked, D8 or Equivalent	$260.68
Dump Truck, 10 CY-17 CY	$100.98
Dump Truck, 18 CY-20 CY	$110.18
Dump Truck, 21 CY-30 CY	$124.93
Generator, 16 to 100 kW, List kW Capacity	$54.40
Generator, 210 to 350 kW, List kW Capacity	$143.30
Generator, 1,100 to 2,500 kW, List kW Capacity	$563.15
Light Plant with Fuel and Support	$57.60
Grader w/12' Blade	$161.73
Hydraulic Excavator, 1.5 CY	$151.55
Hydraulic Excavator, 2.5 CY	$168.58
Knuckleboom Loader	$198.98
Lowboy Trailer w/Tractor	$143.98
Mobile Crane up to 15 Ton	$222.63
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$103.68
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$182.30
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	$335.50
Vac Truck (Mist Capacity), List Capacity	$228.98
Pickup Truck, .5 Ton	$42.98
Skid-Steer Loader, 1,000 LB Capacity	$114.18
Skid-Steer Loader, 2,000 LB Capacity	$132.08
Tub Grinder, 800 to 1,000 HP	$585.45
Track Hoe – John Deere 690 of Equivalent	$178.70
Truck, Flatbed	$102.61
4 Wheel Drive Lift for Tower	$87.13
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$102.18
Wheel Loader, 2.5 CY, 950 or Similar	$153.73
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$169.45
Wheel Loader, 4.5 CY, 980 or Similar	$194.40

Wheel Loader-Backhoe, 1.0 – 1.5 CY	$128.75
Other – Please List	N/A
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	$100.35
Crew Foreman w/Cell Phone and Pickup	$83.83
Tree Climber/Chainsaw and Gear	$96.45
Laborer w/Chain Saw	$50.93
Laborer w/Small Tools, Traffic Control, or Flagperson	$45.75
Bonded and Certified Security Personnel	$73.78
Other – Please List	N/A
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	$391.45
Other – Please List	N/A

Escambia County Counter Offer PD 18-19.027 Debris Removal Services				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
2	ROW Vegetative Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 14.99 miles	4,036,530	$7.94	$32,054,084.73
	15 - 29.99 miles	1,718,400	$8.55	$14,687,164.80
	30 - 44.99 miles	5,770	$9.55	$55,086.19
	45 miles or greater	5,770	$11.34	$65,431.80
				$46,861,767.52
3	ROW C&D Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.			
	0 - 29.99 miles	1,297,450	$8.64	$11,204,778.20
	30 - 59.99 miles	123,980	$10.20	$1,263,976.10
	60 - 89.99 miles	14,420	$11.81	$170,271.36
	90 - 119.99 miles	1,440	$13.89	$20,003.04
	120 - 149.99 miles	1,440	$15.83	$22,789.44
	150 - 179.99 miles	1,440	$18.32	$26,383.68
	180 miles or greater	1,440	$20.93	$30,132.00
				$12,738,333.82
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$17.97	$89,835.00
	30 - 59.99 miles	20,000	$20.95	$418,960.00

	60 - 89.99 miles	20,000	$22.81	$456,280.00
	90 - 119.99 miles	10,000	$25.16	$251,620.00
	120 - 149.99 miles	10,000	$27.29	$272,930.00
	150 - 179.99 miles	5,000	$29.71	$148,555.00
	180 miles or greater	5,000	$32.42	$162,115.00
				$1,800,295.00
5	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	$27.97	$139,835.00
	30 - 59.99 miles	20,000	$29.89	$597,860.00
	60 - 89.99 miles	20,000	$32.33	$646,640.00
	90 - 119.99 miles	10,000	$34.97	$349,680.00
	120 - 149.99 miles	10,000	$37.50	$374,990.00
	150 - 179.99 miles	5,000	$39.61	$198,025.00
	180 miles or greater	5,000	$42.12	$210,585.00
				$2,517,615.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	$3.46	$11,974,651.60
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	$3.00	$3,456,422.12
8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	$2.53	$2,913,220.64

9	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	$2.64	$3,810,175.23
10	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	8,650	$4.67	$40,352.25
	15 - 29.99 miles	43,250	$5.62	$243,194.75
	30 - 44.99 miles	60,550	$6.59	$398,903.40
	45 - 59.99 miles	103,800	$7.30	$757,532.40
	60 - 99.99 miles	129,750	$8.51	$1,104,302.25
	100 - 199.99 miles	173,000	$10.64	$1,841,066.00
	200 miles or greater	346,000	$13.04	$4,512,878.00
11	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site	Estimated Quantity	$ Per CY	Total
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.			
	0 - 14.99 miles	7,210	$4.07	$29,308.65
	15 - 29.99 miles	36,040	$4.89	$176,127.48
	30 - 44.99 miles	50,460	$5.78	$291,557.88
	45 - 59.99 miles	86,500	$6.49	$561,039.00
	60 - 99.99 miles	108,120	$7.97	$861,392.04
	100 - 199.99 miles	144,160	$10.12	$1,459,331.68
	200 miles or greater	188,320	$13.20	$2,486,012.32
				$8,898,229.05

12	Removal of Hazardous Trees and Limbs	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.			
	6 inch to 12.99 inch diameter	300	$59.03	$17,708.10
	13 inch to 24.99 inch diameter	200	$121.53	$24,306.80
	25 inch to 36.99 inch diameter	100	$199.90	$19,989.70
	37 inch to 48.99 inch diameter	100	$304.81	$30,480.70
	49 inch and larger diameter	50	$417.87	$20,893.65
	Hanger Removal (per Tree)	12,000	$85.13	$1,021,524.00
				$1,134,902.95
13	Removal of Hazardous Stumps	Estimated Quantity	$ Per Tree	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter	100	$256.34	$25,634.40
	37 inch to 48.99 inch diameter	50	$396.54	$19,827.05
	49 inch and larger diameter	25	$527.42	$13,185.50
				$58,646.95
14	Household Hazardous Waste Removal, Transport and Disposal	Estimated Quantity	$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	$5,385.85	$13,464.61
15	Abandoned Vehicle Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	$239.19	$59,798.25

16	Abandoned Vessel Removal	Estimated Quantity	$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on land	2500	$259.28	$648,187.50
	Vessels in water	1500	$488.00	$732,000.00
				$1,380,187.50
17	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	$ Per Day	Total
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.			
		120	$1,246.00	$149,520.00
16	ROW White Goods Debris Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.			
	Collection of white goods and transportation to County designated DMS or Final Disposal Site	550	$49.81	$27,395.50
	Freon removal from eligible freon containing white goods	250	$41.60	$10,399.00
				$37,794.50
17	E-waste Item Removal	Estimated Quantity	$ Per Unit	Total
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.			
		500	$35.71	$17,854.50

18	Dead Animal Carcasses	Estimated Quantity	$ Per Ton	Total
	Work consists of the recovery and disposal of eligible dead animal carcasses.			
		2.5	$979.53	$2,448.82
19	Eligible ROW Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	140,000	$17.94	$2,511,180.00
	15 - 29.99 miles	20,000	$18.72	$374,340.00
	30 - 59.99 miles	5,000	$21.85	$109,270.00
				$2,994,790.00
20	Eligible Private Property Sand Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles			
	0 - 14.99 miles	50,000	$17.86	$893,000.00
	15 - 29.99 miles	5,000	$19.84	$99,185.00
	30 - 59.99 miles	2,000	$23.42	$46,844.00
				$1,039,029.00
21	Beach Scrape and Clean	Estimated Quantity	$ Per CY	Total
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.			
		390,000	$17.17	$6,694,350.00

22	Eligible Waterway Debris Removal	Estimated Quantity	$ Per CY	Total
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.			
	Land based debris removal	25,000	$33.75	$843,750.00
	Water based debris removal	25,000	$76.30	$1,907,500.00
				$2,751,250.00
23	Cradle to Grave: ROW Vegetative Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		5,520,000	$17.37	$95,904,480.00
24	Cradle to Grave: ROW C&D Debris	Estimated Quantity	$ Per CY	Total
	Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.			
		1,380,000	$18.76	$25,881,900.00

☒ Acceptance

☐ Rejection

Firm: TFR Enterprises, Inc

Signature: [signature]

Name: Tipton F. Rowland

Date: 9/26/19

Exhibit C
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]
1. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of $2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of $2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

4. **Contract Work and Hours Safety Standards Act (40 U.S.C. §§ 3701-3708).**

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of $26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor , such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of $150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a “covered transaction” as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of $100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICAITON REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide

the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag**. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions**. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17547 **County Administrator's Report 14. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Escambia County Fire Rescue PPE Extractor Washers for Escambia County Public Safety-Fire Rescue
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Escambia County Fire Rescue PPE Extractor Washers for Escambia County Public Safety-Fire Rescue - John Dosh, Interim Director, Public Safety through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Ten-8 Fire Equipment, Inc., per the terms and conditions of solicitation PD 19-20.014, PPE Extractor Washers per NFPA-1851 Guidelines for Escambia County Public Safety-Fire Rescue, in the amount of $69,105 (each extractor washer priced at $4,607).

This solicitation was issued to 73 registrants in Vendor Registry representing 48 firms, 20 firms viewed the solicitation and 12 firms downloaded the solicitation. Five bid responses were received.

Vendor/Contractor	Amount	Contract Number
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 56401, Machinery & Equipment	$69,105	PD 19-20.014

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

1. Recommendation to Award Checklist
2. Ten-8 Fire Equipment, Inc. Bid Form

BACKGROUND:

Specifications for PD 19-20.014, PPE Extractor Washers, per NFPA-1851 Guidelines for Escambia County Public Safety-Fire Rescue, was posted on Vendor Registry beginning December 17, 2019. This solicitation was issued to 73 registrants in Vendor Registry representing 48 firms, 20 firms viewed the solicitation and 12 firms downloaded the solicitation. Five bid responses were received on January 23, 2020, at 2:00 PM CST.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 56401, Machinery & Equipment	$69,105	PD 19-20.014

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Purchase Order. The Public Safety Department will be the Contract Administrator.

Attachments

Solicitation with Addendums
Bid Tab Under Review
Bid Tab Recommendation to Award
Bid Distribution List
Bid Analytics
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
SPECIFICATION NUMBER PD 19-20.014

BIDS WILL BE RECEIVED UNTIL 2:00 PM, January 23, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **11:00 AM, January 8, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: SLKruse@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
SPECIFICATION PD 19-20.014

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
PD 19-20.014

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES

Solicitation Number PD 19-20.014

Solicitation

MAILING DATE: 12/17/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 11:00 AM, January 8, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM, January 23, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid for One (1) Unit $_____

Total Bid for Eighteen (18) Units $_____

The estimated annual quantity is eighteen (18) units.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **one thousand dollars ($1000)**.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone: _____**
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.014, "PPE Extractor Washers per NFPA-1851 Guidelines", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Escambia County Fire-Rescue is accepting bids from qualified distributors of commercial laundry equipment or fire service equipment for the purposes of cleaning and/or decontaminating structural firefighting personal protective equipment, referred to as “PPE Extractor/Washers.”

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **one thousand dollars ($1000**).

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at SLKruse@myescambia.com. Last day for questions will be January 14, 2020 at 5:00 p.m.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on January 8, 2020 at 11:00 AM.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be provided within ninety (90) days after receipt of a Purchase Order from Escambia County, signed by someone authorized to sign on behalf of the County.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Information and Descriptive Literature

Offerors shall furnish all information and specifications regarding the products being bid. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

12. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store,

warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

15. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

16. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

17. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

18. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

19. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

20. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

21. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

22. Award

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

23. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

24. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

25. Additional Quantities

For a period not exceeding twelve (12) months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the Bid form shall be noted "offer is for specified quantity only."

Non-Contract Insurance Requirements

26. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings

if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Savannah Kruse, Purchasing Specialist
   Office of Purchasing, Room 11.101
   213 S. Palafox Place
   Pensacola, FL 32502

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

27. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

“Exhibit A”
Equipment Specifications

1. Hot water setting must not exceed 105°F
2. Wash cycles must not exceed 100g
3. Must operate on 120 volts
4. Must follow NFPA-1851 Guidelines
5. Stainless steel inner and outer tub
6. Must not have an agitator in the tub
7. Soft-mount installation
8. Capacity 2Cu. Ft. or greater

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 8, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.014 PPE Extractor Washers per NFPA-1851 Guidelines

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 states questions from vendors and answers from the project manager.

Question 1: Is there a preference in manufacturer?

Answer: There is no preference in manufacturer; the products being bid must meet the specifications. It is required that the vendor provide a separate sheet with the bid that includes the manufacturer or product number. The project manager must be able to look up the manufacturer or product number in order to verify that it meets specifications. Extra specifications aside from the required specifications will not be considered.

Question 2: Does it matter if the washer is top loading or front loading?

Answer: Loading specification is based on the revisions made to the NFPA-1851 2020 Guidelines.

Question 3: How much greater than 2 cu. Ft. would you like the capacity to be?

Answer: The capacity must at least meet the 2 cu. Ft. specification.

Question 4: Why do the washers need to be soft-mount only?

Answer: This is necessary for easy accessibility.

Question 5: Are we installing these machines?

Answer: No, I understand we are responsible for providing the machines and unloading.

Question 6: If we are installing or unloading, is there more than one location?

Answer: All machines will be delivered to 7009 Pine Forest Rd. Pensacola, FL 32526.

Question 7: Do you need the machines to accept chemicals? If no, who will be providing these for you, as we would be interested?

Answer: Mild high efficiency laundry detergent. Our laundry detergent is quoted every year with janitorial supplies.

All specifications for this solicitation must meet the revisions made to the NFPA-1851 2020 Guidelines.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and submit one copy of this Addendum, with signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 15, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.014 PPE Extractor Washers per NFPA-1851 Guidelines

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 states a question from a vendor and an answer from the project manager.

Question 1: Are the existing washer locations configured for a pump drain washer or a gravity drain washer? Is there a preference for either type?

Answer: The existing washer locations are for a pump drain washer, and we would prefer to keep them this way.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and submit one copy of this Addendum, with signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.014 **Solicitation Name:** PPE Extractor Washers Per NFPA-1851 Guidelines								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 1/23/2020 **Bid Opening Location:** Rm 11.108 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Ten-8		Y	Y	Y	Y	Y	Y	Y	$82,926.00
North America Fire Equipment Co		Y	Y	Y	Y	Y	Y	Y	$83,862.00
Municipal Equipment Services		Y	Y	Y	Y	Y	Y	Y	$77,310.00
Titus Commercial Laundry		Y	Y	Y	Y	Y	Y	Y	$50,009.94
PR Chemical and Paper Supply		Y	Y	Y	Y	Y	Y	Y	$126,738.00
Bids Opened By:	Savannah Kruse, Purchasing Specialist			**Date:**	1/23/2020	**Status:**			
Bids Tabulated By:	Savannah Kruse, Purchasing Specialist			**Date:**	1/23/2020	UNDER REVIEW			
Bids Witnessed By:	Kasi Whitaker			**Date:**	1/23/2020	**CAR Date:**	2/10/2020	**BOCC Date:**	2/20/2020

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 1/23/2020 **Form Completed By:** **SLK**

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 19-20.014
	Solicitation Name:	PPE Extractor Washers Per NFPA-1851 Guidelines

Bid Opening Time: 2:00 PM **Bid Opening Date:** 1/23/2020 **Bid Opening Location:** Rm 11.108 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Ten-8	Y	Y	Y	Y	Y	Y	Y	$82,926.00
North America Fire Equipment Co	Y	Y	Y	Y	Y	Y	Y	$83,862.00
Municipal Equipment Services	Y	Y	Y	Y	Y	Y	Y	$77,310.00
Titus Commercial Laundry	Y	Y	Y	Y	Y	Y	Y	$50,009.94
PR Chemical and Paper Supply	Y	Y	Y	Y	Y	Y	Y	$126,738.00

Bids Opened By:	Savannah Kruse, Purchasing Specialist	**Date:**	1/23/2020	**Status:**	
Bids Tabulated By:	Savannah Kruse, Purchasing Specialist	**Date:**	2/5/2020	Recommendation to Award	
Bids Witnessed By:	Kasi Whitaker	**Date:**	2/5/2020	**CAR Date:** 2/24/2020	**BOCC Date:** 3/5/2020

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Ten-8 Fire Equipment

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: **We are awarding the third lowest bidder because according to the project manager, the two lowest bidders did not meet NFPA 1851:2020 Requirements.**

Posted: 2/5/2020 **Form Completed By:** **SLK**

CompanyName	EmailAddress	EventType
A ONE FIRE EQUIPMENT INC	joanne.langton@aonefire.com	deliver
ARAMARK UNIFORM SERVICE	metzger-tim@aramark.com	deliver
ARAMARK UNIFORM SERVICE	metzger-tim@aramark.com	open
Aramsco Inc	dmcquade@aramsco.com	deliver
Birkshire Johnstone LLC	chris@birkshirejohnstone.com	deliver
Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	deliver
BOTACH INC	barak@botach.com	deliver
Carpet Creations Inc.	mike@carpetcreations.net	deliver
Carpet Creations Inc.	mike@carpetcreations.net	click
Central Alabama Training Solutions	jwhatley@catscorp.com	deliver
Central Alabama Training Solutions	jwhatley@catscorp.com	open
Central Alabama Training Solutions	kshipp@catscorp.com	deliver
Central Alabama Training Solutions	kshipp@catscorp.com	open
Coastal Rescue Solutions Inc	sales@coastalrescue.us	deliver
Dana Safety Supply	jsizemore@danasafetysupply.com	deliver
Dana Safety Supply	jsizemore@danasafetysupply.com	open
Dana Safety Supply	msevigny@1dss.com	deliver
Dana Safety Supply	msevigny@1dss.com	open
Dodge Data & Analytics	dodge.bidding@construction.com	deliver
Dodge Data & Analytics	dodge.bidding@construction.com	click
Done Right Fire Gear Repair Inc.	renee@drfgr.com	deliver
Done Right Fire Gear Repair Inc.	renee@drfgr.com	open
empire builders	mike@empirebuildersgroup.com	deliver
empire builders	mike@empirebuildersgroup.com	open
Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
Fabre Engineering & Surveying	cjernigan@fabreinc.com	deliver
Fabre Engineering & Surveying	cjernigan@fabreinc.com	click
Fabre Engineering & Surveying	cjernigan@fabreinc.com	open
Fabre Engineering & Surveying	debrachannell@fabreinc.com	deliver
Fabre Engineering & Surveying	debrachannell@fabreinc.com	open
Fabre Engineering & Surveying	debrachannell@fabreinc.com	click
Ferno Washington Inc.	b.jenkins@ferno.com	deliver
Ferno Washington Inc.	b.jenkins@ferno.com	click

Ferno Washington Inc.	b.jenkins@ferno.com	open
FIRE TEC	bbanks@firetecinc.com	deliver
FIRE TEC	bbanks@firetecinc.com	open
fisher scientific	christine.shipley@thermofisher.com	deliver
fisher scientific	christine.shipley@thermofisher.com	open
fisher scientific	mike.botet@thermofisher.com	deliver
fisher scientific	mike.botet@thermofisher.com	open
Fisher Scientific Co. LLC	christine.shipley@thermofisher.com	deliver
Fisher Scientific Co. LLC	christine.shipley@thermofisher.com	open
Georgia Fire & Rescue Supply	jasonwhidby@georgiafirerescue.com	deliver
Georgia Fire & Rescue Supply	jasonwhidby@georgiafirerescue.com	open
Gulftech Fire	brandy@gulftechfire.com	deliver
Gulftech Fire & Security	cody@gulftechfire.com	deliver
Gulftech Fire & Security	cody@gulftechfire.com	open
Gulftech Fire & Security	jdfields@gulftechfire.com	deliver
Hiller Companies Fire Protection	mmcmillan@hillercompanies.com	deliver
Hiller Companies Fire Protection	mmcmillan@hillercompanies.com	open
Hiller Systems	jcaraway@hillercompanies.com	deliver
Industrial Hydraulic Services	contact@indhydraulics.com	deliver
Industrial Hydraulic Services	contact@indhydraulics.com	open
International Systems of America LLC	sgray@isa-net.com	deliver
Johnson Controls Fire Protection	steven.edwards@jci.com	deliver
Johnson Controls Fire Protection	thomas.mawhorr@jci.com	deliver
Jones Equpment Co. Inc.	jonesequipment@outlook.com	deliver
Kemper Solutions LLC	sean@kempersolutions.net	deliver
Knox Pest Control	lindashelton@knoxpest.com	deliver
Knox Pest Control	lindashelton@knoxpest.com	open
L. Pugh & Associates Inc	jlarson@lpugh.com	deliver
LIGHTNING POWER	lightningpowerel@aol.com	deliver
LIGHTNING POWER	lightningpowerel@aol.com	open
Living Water Fire Protection LLC	accountspayable@livingwaterfp.com	deliver
Living Water Fire Protection LLC	accountspayable@livingwaterfp.com	open
Living Water Fire Protection LLC	nolon@livingwaterfp.com	deliver
maintenance supply specialist inc	laura@mss4u.com	deliver

Mayer Electric Supply	dmowdy@mayerelectric.com	deliver
Mayer Electric Supply	dmowdy@mayerelectric.com	open
McNorton Mechanical Contractors	LMCNORTON@MCNORTONHVAC.COM	deliver
McNorton Mechanical Contractors	LMCNORTON@MCNORTONHVAC.COM	open
MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	deliver
MRO Direct Solutions Inc	ethomas@mrodirectsolutions.com	deliver
Municipal Equipment Company	matt@mecofire.com	deliver
Municipal Equipment Company	matt@mecofire.com	open
Municipal Equipment Company	rgonzales@mecofire.com	deliver
Municipal Equipment Company	rgonzales@mecofire.com	open
NAFECO	jessica.franks@nafeco.com	deliver
NAFECO	jessica.franks@nafeco.com	click
NAFECO	jessica.franks@nafeco.com	open
NAFECO	michael.weston@nafeco.com	deliver
NAFECO	michael.weston@nafeco.com	open
NAFECO	michael.weston@nafeco.com	click
North America Fire Equipment Co. Inc. (NAFECO)	jessica.franks@nafeco.com	deliver
North America Fire Equipment Co. Inc. (NAFECO)	jessica.franks@nafeco.com	click
North America Fire Equipment Co. Inc. (NAFECO)	jessica.franks@nafeco.com	open
Office Solutions & Innovations	brandie@osi4biz.com	deliver
Office Solutions & Innovations	brandie@osi4biz.com	open
Office Solutions & Innovations	rick@osi4biz.com	deliver
Office Solutions & Innovations	rick@osi4biz.com	open
Pat's Pump & Blower	kfender@patspump.com	deliver
Pat's Pump & Blower	patspump@aol.com	deliver
Pat's Pump & Blower	patspump@aol.com	open
Pensacola Backflow Service Inc. DBA K&D Fire Services	k.a.ballard850@gmail.com	deliver
Pensacola Backflow Service Inc. DBA K&D Fire Services	k.a.ballard850@gmail.com	open
PR CHEMICAL AND PAPER SUPPLY	brianv@pr-supply.com	deliver
PR CHEMICAL AND PAPER SUPPLY	president@pr-supply.com	deliver
PR CHEMICAL AND PAPER SUPPLY	president@pr-supply.com	click
PR CHEMICAL AND PAPER SUPPLY	president@pr-supply.com	open
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	dennis.harker33@gmail.com	deliver
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	dennis.harker33@gmail.com	open

SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	SAVEMORE.JOE@GMAIL.COM	deliver
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	SAVEMORE.JOE@GMAIL.COM	open
Sunbelt Fire Inc.	jcluster@sunbeltfire.com	deliver
Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	deliver
Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	deliver
Team Synergy LLC.	deanjacobs@teamsynergyllc.org	deliver
Ten-8 Fire & Safety Equipment of GA LLC	jhayes@ten8fire.com	deliver
Ten-8 Fire & Safety Equipment of GA LLC	jhayes@ten8fire.com	click
Ten-8 Fire & Safety Equipment of GA LLC	jhayes@ten8fire.com	open
Ten-8 Fire Equipment	bscott@ten8fire.com	deliver
Ten-8 Fire Equipment	bscott@ten8fire.com	click
Ten-8 Fire Equipment	bscott@ten8fire.com	open
Ten-8 Fire Equipment	eribbens@ten8fire.com	deliver
Ten-8 Fire Equipment	eribbens@ten8fire.com	click
Ten-8 Fire Equipment	eribbens@ten8fire.com	open
TenCate	t.pientok@tencatefabrics.com	deliver
The Firefighting Depot	Brett@thefirefightingdepot.com	deliver
The Firefighting Depot	Brett@thefirefightingdepot.com	open
The Firefighting Depot	peter@thefirefightingdepot.com	deliver
The Firefighting Depot	peter@thefirefightingdepot.com	deliver
Titus Commercial Laundry	pamela@tituscommercial.com	deliver
Titus Commercial Laundry	pamela@tituscommercial.com	click
Titus Commercial Laundry	pamela@tituscommercial.com	open
Titus Commercial Laundry	robert@tituscommercial.com	deliver
Titus Commercial Laundry	robert@tituscommercial.com	open
Truckers Lighthouse	jeff@truckerslighthouse.com	deliver
VFP Fire Systems	jacob.stewart@vfpfire.us	deliver

CompanyName	FirstName	LastName	Email	EventType	Diversities
Business Services	Terry	Brunning	terry@businessservicessolutions.org	Viewed	VOSB, SDVOSB
Business Services	Terry	Brunning	terry@businessservicessolutions.org	Downloaded	VOSB, SDVOSB
ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
Construction Journal	Pamela	Exton	bids@thecj.com	Viewed	None
D & R Painting Inc Group	Kristy	Clark	dandrpaintinginc@gmail.com	Viewed	None
DJ'S LAWN SERVICE	Demetrius	Johnson	djls@yahoo.com	Viewed	VOSB
Dodge Data & Analytics	Dodge	Reports	dodge.bidding@construction.com	Viewed	None
Dodge Data & Analytics	Dodge	Reports	dodge.bidding@construction.com	Downloaded	None
Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB
fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
Georgia Fire & Rescue Supply	Jason	Whidby	jasonwhidby@georgiafirerescue.com	Viewed	None
Georgia Fire & Rescue Supply	Jason	Whidby	jasonwhidby@georgiafirerescue.com	Downloaded	None
IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
Municipal Emergengy Services - MES	Mark	Caffey	mcaffey@mesfire.com	Viewed	None
Municipal Emergengy Services - MES	Mark	Caffey	mcaffey@mesfire.com	Downloaded	None
North America Fire Equipment Co. Inc. (NAFECO)	Jessica	Franks	jessica.franks@nafeco.com	Viewed	None
North America Fire Equipment Co. Inc. (NAFECO)	Jessica	Franks	jessica.franks@nafeco.com	Downloaded	None
Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	MO
Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	MO
onvia	source	managemen	sourcemanagement2@onvia.com	Downloaded	None
onvia	Source	Team	sourcemanagement2@onvia.com	Downloaded	None
onvia	source	managemen	sourcemanagement2@onvia.com	Viewed	None
onvia	Source	Team	sourcemanagement2@onvia.com	Viewed	None
PR CHEMICAL AND PAPER SUPPLY	BRIAN	VARNER	brianv@pr-supply.com	Viewed	None
PR CHEMICAL AND PAPER SUPPLY	SHAWN	SNYDER	president@pr-supply.com	Viewed	None
PR CHEMICAL AND PAPER SUPPLY	BRIAN	VARNER	brianv@pr-supply.com	Downloaded	None
PR CHEMICAL AND PAPER SUPPLY	SHAWN	SNYDER	president@pr-supply.com	Downloaded	None
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	Eric	Patterson	SAVEMORE.ERIC@GMAIL.COM	Downloaded	VOSB
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	Joe	HARKER	savemore.joe@gmail.com	Downloaded	VOSB
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	Eric	Patterson	SAVEMORE.ERIC@GMAIL.COM	Viewed	VOSB
SAVEMORE COMMERCIAL LAUNDRY EQUIPMENT LLC	Joe	HARKER	savemore.joe@gmail.com	Viewed	VOSB

School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
Ten-8 Fire Equipment	Joseph	Hayes	jhayes@ten8fire.com	Viewed	None
Ten-8 Fire Equipment	Joseph	Hayes	jhayes@ten8fire.com	Downloaded	None
Ten-8 Fire Equipment	Bruce	Scott	bscott@ten8fire.com	Viewed	None
Ten-8 Fire Equipment	Bruce	Scott	bscott@ten8fire.com	Downloaded	None
Titus Commercial Laundry	Pamela	Kitchens	pamela@tituscommercial.com	Viewed	WOSB
Titus Commercial Laundry	Robert	Titus	robert@tituscommercial.com	Viewed	WOSB
Titus Commercial Laundry	Pamela	Kitchens	pamela@tituscommercial.com	Downloaded	WOSB
Titus Commercial Laundry	Robert	Titus	robert@tituscommercial.com	Downloaded	WOSB
WINZER CORP.	Jeremy	Bowman	jeremybowman40@gmail.com	Viewed	WOSB
WINZER CORP.	Jeremy	Bowman	jeremybowman40@gmail.com	Downloaded	WOSB

WOSB= Woman Owned Small Business

VOSB= Veteran Owned Small Business

SDVOSB= Service Disabled Veteran Owned Small Business

MO= Minority Owned

AGREEMENT RELATING TO PPE EXTRACTOR/WASHERS (P.D. 19-20.014)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County**"**), and Ten-8 Fire Equipment, Inc., a for-profit corporation authorized to transact business in the State of Florida, FEI/EIN Number: 59-2812764, whose principal address is 2904 59th Avenue Drive East, Bradenton, FL 34203 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on December 17, 2019, the County issued an Invitation to Bid (P.D. 19-20.014) seeking a contractor to provide personal protective equipment (PPE) Extractor/Washers per NFPA-1851 Guidelines; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid, PPE Extractor Washers Per NFPA-1851 Guidelines, Specification No. P.D. 19-20.014*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

3. Pricing. County shall pay Contractor at a rate of *$4,607 per unit* as provided in the Contractor's bid form. The price shall include all costs of packaging, transporting, delivery and unloading to designated point(s) within Escambia County. In the event an audit indicates Contractor has not honored quoted prices and discounts, Contractor will be liable for any and all overage charges.

4. Purchase Orders. The County shall issue a written purchase order to the Contractor specifying the quantity and the time frame in which delivery needs to be accomplished. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

5. Warranty. Contractor shall fully warrant all products purchased pursuant to this Agreement against defect in materials and/or workmanship for a period of one (1) year from date of delivery and acceptance by the County. Should any defect in materials or workmanship, excluding ordinary wear and tear, appear during the above stated warranty period, the Contractor shall promptly repair or replace same at no cost to the County upon receiving written notice from the County.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to immediately terminate this Agreement for cause at any time and the right to terminate this Agreement for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for products received and accepted through the date of termination. Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

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

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Ten-8 Fire Equipment, Inc. Attention: Keith Chapman 2904 59th Avenue Drive East Bradenton, FL 34203	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

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

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Interpretation: For the purpose of this Agreement, the singular includes the plural and the

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

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

21. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR: TEN-8 FIRE EQUIPMENT, INC.

By: _____
Keith Chapman, President

_____
Corporate Secretary

Date: _____

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-11-2020

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
SPECIFICATION NUMBER PD 19-20.014

BIDS WILL BE RECEIVED UNTIL 2:00 PM, January 23, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **11:00 AM, January 8, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: SLKruse@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
SPECIFICATION PD 19-20.014

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES
PD 19-20.014

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

PPE EXTRACTOR WASHERS PER NFPA-1851 GUIDELINES

Solicitation Number PD 19-20.014

Solicitation

MAILING DATE: 12/17/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 11:00 AM, January 8, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM, January 23, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid for One (1) Unit $_____

Total Bid for Eighteen (18) Units $_____

The estimated annual quantity is eighteen (18) units.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **one thousand dollars ($1000)**.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone: _____**
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.014, "PPE Extractor Washers per NFPA-1851 Guidelines", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Escambia County Fire-Rescue is accepting bids from qualified distributors of commercial laundry equipment or fire service equipment for the purposes of cleaning and/or decontaminating structural firefighting personal protective equipment, referred to as “PPE Extractor/Washers.”

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **one thousand dollars ($1000**).

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at SLKruse@myescambia.com. Last day for questions will be January 14, 2020 at 5:00 p.m.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on January 8, 2020 at 11:00 AM.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be provided within ninety (90) days after receipt of a Purchase Order from Escambia County, signed by someone authorized to sign on behalf of the County.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Information and Descriptive Literature

Offerors shall furnish all information and specifications regarding the products being bid. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

12. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store,

warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

15. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

16. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

17. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

18. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

19. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

20. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

21. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

22. Award

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

23. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

24. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid form. It is understood by all Offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

25. Additional Quantities

For a period not exceeding twelve (12) months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the Bid form shall be noted "offer is for specified quantity only."

Non-Contract Insurance Requirements

26. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings

if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Savannah Kruse, Purchasing Specialist
   Office of Purchasing, Room 11.101
   213 S. Palafox Place
   Pensacola, FL 32502

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

27. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

“Exhibit A”
Equipment Specifications

1. Hot water setting must not exceed 105°F
2. Wash cycles must not exceed 100g
3. Must operate on 120 volts
4. Must follow NFPA-1851 Guidelines
5. Stainless steel inner and outer tub
6. Must not have an agitator in the tub
7. Soft-mount installation
8. Capacity 2Cu. Ft. or greater

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 8, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.014 PPE Extractor Washers per NFPA-1851 Guidelines

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 states questions from vendors and answers from the project manager.

Question 1: Is there a preference in manufacturer?

Answer: There is no preference in manufacturer; the products being bid must meet the specifications. It is required that the vendor provide a separate sheet with the bid that includes the manufacturer or product number. The project manager must be able to look up the manufacturer or product number in order to verify that it meets specifications. Extra specifications aside from the required specifications will not be considered.

Question 2: Does it matter if the washer is top loading or front loading?

Answer: Loading specification is based on the revisions made to the NFPA-1851 2020 Guidelines.

Question 3: How much greater than 2 cu. Ft. would you like the capacity to be?

Answer: The capacity must at least meet the 2 cu. Ft. specification.

Question 4: Why do the washers need to be soft-mount only?

Answer: This is necessary for easy accessibility.

Question 5: Are we installing these machines?

Answer: No, I understand we are responsible for providing the machines and unloading.

Question 6: If we are installing or unloading, is there more than one location?

Answer: All machines will be delivered to 7009 Pine Forest Rd. Pensacola, FL 32526.

Question 7: Do you need the machines to accept chemicals? If no, who will be providing these for you, as we would be interested?

Answer: Mild high efficiency laundry detergent. Our laundry detergent is quoted every year with janitorial supplies.

All specifications for this solicitation must meet the revisions made to the NFPA-1851 2020 Guidelines.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and submit one copy of this Addendum, with signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 15, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.014 PPE Extractor Washers per NFPA-1851 Guidelines

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 states a question from a vendor and an answer from the project manager.

Question 1: Are the existing washer locations configured for a pump drain washer or a gravity drain washer? Is there a preference for either type?

Answer: The existing washer locations are for a pump drain washer, and we would prefer to keep them this way.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and submit one copy of this Addendum, with signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse

Savannah Kruse
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17549 **County Administrator's Report 14. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Solid Waste Ground Water Monitoring Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Waste Services Ground Water Monitoring Services - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Geosyntec Consultants, Inc., per the terms and conditions of PD 19-20.010, Waste Services Ground Water Monitoring Services, in the amount of $96,400, for groundwater reporting activities.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230304, Environmental Quality, Object Code 53101, Professional Services	$96,400	PD 19-20.010

BACKGROUND:

The Consultant will be responsible for conducting activities needed to prepare a total of nine semi-annual groundwater monitoring reports in 2020 to meet permit requirements for the specific sites. The Perdido Landfill, Beulah Landfill, Klondike Landfill, and Saufley Landfills require both spring and fall reporting with an additional report for the Beulah Landfill Remedial Action Plan (RAP) required in the fall of 2020. The Beulah Landfill RAP report will include data from two groundwater monitoring events. In the fall of 2020, the Consultant will also prepare the annual technical report for the Perdido Landfill Corrective Action Program (CAP) for submittal to FDEP. Finally, the Consultant will prepare a five-year technical report as required by the Beulah Landfill solid waste permit for

submittal to the FDEP by the required due date.

ECWSD will provide data in electronic data deliverable (EDD) format from the analytical laboratory. All reports should generally be consistent in format with the reporting submitted by the ECWSD over the past 5 years and bear the signature and seal of a registered Professional Geologist in the State of Florida. These semi-annual reports should be prepared on a schedule that allows ECWSD adequate time for review prior to submitting final documents to FDEP by due dates specified in their respective regulatory permits. The final report will be provided as an electronic copy to FDEP and ECWSD.

This Request for Letters of Interest were submitted to 274 registrants representing 154 firms on November 26, 2019. Two firms responded, and the Selection/Negotiation Meeting Committee ranked the firms in the following order:

1. Geosyntec Consultants, Inc.; and
2. Jones Edmunds & Associates, Inc.

Three negotiation meetings were held resulting in the Final and Best Offer being established on February 10, 2020, in the amount of $96,400, for groundwater reporting services.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230304, Environmental Quality, Object Code 53101, Professional Services	$96,400	PD 19-20.010

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article ll Purchases and Contracts, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

Attachments

Solicitation with Addendum
Register of Submitters
Notice of Short List to Firms
Notice of Ranking Results
Selection Committee Final Rankings
Bid Distribution List
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Solid Waste Ground Water Monitoring Services
Solicitation Identification Number PD 19-20.010

Letters of Interest Will Be Received Until:
11:59 p.m. CST, December 17, 2019

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4982
e-mail: SLKruse@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Solid Waste Ground Water Monitoring Services
Solicitation Identification Number PD 19-20.010

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

Solid Waste Ground Water Monitoring Services
Solicitation Identification Number PD 19-20.010

Scope of Work

Introduction

The Escambia County Waste Services Department (ECWSD) is seeking Consultant support to prepare various groundwater monitoring reports for ECWSD landfill sites in 2020. The reporting is in accordance with the Florida Department of Environmental Protection (FDEP) groundwater monitoring requirements for landfill sites; the Perdido Landfill, Beulah Landfill, Klondike Landfill, and Saufley Landfill. The scope of work will consist of completing the various reporting requirements for these sites but also coordinating with the County's groundwater sampling crew, the County-designated laboratory, and the FDEP.

Scope of Work:

The Consultant will be responsible for conducting activities needed to prepare a total of nine semi-annual groundwater monitoring reports in 2020 to meet permit requirements for the specific sites. The Perdido Landfill, Beulah Landfill, Klondike Landfill, and Saufley Landfills require both spring and fall reporting with an additional report for the Beulah Landfill Remedial Action Plan (RAP) required in the fall of 2020. The Beulah Landfill RAP report will include data from two groundwater monitoring events. In the fall of 2020, the Consultant will also prepare the annual technical report for the Perdido Landfill Corrective Action Program (CAP) for submittal to FDEP. Finally, the Consultant will prepare a five-year technical report as required by the Beulah Landfill solid waste permit for submittal to the FDEP by the required due date. ECWSD will provide data in electronic data deliverable (EDD) format from the analytical laboratory. All reports should generally be consistent in format with the reporting submitted by the ECWSD over the past 5 years and bear the signature and seal of a registered Professional Geologist in the State of Florida. These semi-annual reports should be prepared on a schedule that allows ECWSD adequate time for review prior to submitting final documents to FDEP by due dates specified in their respective regulatory permits. The final report will be provided as an electronic copy to FDEP and ECWSD.

Selection Criteria:

Consultants will be asked to respond to a request for qualifications for the described scope of work. An ECWSD selection committee will review and rank the Consultants' proposals based on selection criteria. In general, the Consultants will be evaluated on their ability to demonstrate similar experience at landfill sites, knowledge of the Escambia County sites and past performances on other Escambia County projects.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer

23	Environmental Engineer
30	Geologist
55	Soils Engineer
62	Water Resources Engineer

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Demonstration of expertise in the area of landfill hydrogeology	**25**
Past performance on projects for Escambia County BCC	**25**
Understanding of hydrogeological conditions in Escambia County	**25**
Qualifications of the firm including local professionals	**25**

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**November 26, 2019**
Letters of Interest due date	**11:59 p.m. CST, December 17, 2019**
Short-Listing Meeting	**10:00 a.m., CST, January 7, 2020**
Discussions, Ranking Meeting	**1:00 p.m., CST, January 16, 2020**
Written Scope due to Committee for Review	**January 24, 2020**
Fee Proposal due to Committee for Review	**January 31, 2020**
1st Negotiations with First Ranked Firms	**10:30 a.m., CST, February 6, 2020**
2nd Negotiations with First Ranked Firms	**If Required, 10:00 a.m., CST, February 11, 2020**
Board of County Commissioners approval	**March 5, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **January 20, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
  Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail: _____**

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of_____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of ___ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

SAMPLE

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

SAMPLE

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

SAMPLE

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

SAMPLE

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Coordinator,213 Palafox Place 2nd Floor, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

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

By: _____
County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 9, 2019

To: All Known Prospective Submitters

ADDENDUM NUMBER 1:

Re: PD 19-20.010 Solid Waste Ground Water Monitoring Services

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification. This Addendum Number 1 states questions from a vendor and answers from the purchasing specialist.

Question 1: On page "i" of the RLI, it says "Offers that are accepted by the county are binding contracts." Does this mean that there will not be an opportunity to further discuss the contract and its terms after submitting a proposal?

Answer: There will be negotiation meetings with the top-ranked firm. An agreement will then be drafted based on the conclusion of the negotiation meetings. If negotiations can not be made with the top-ranked firm, the committee will then move to the second-ranked firm.

Question 2: On page 7 of the RLI, it asks that proposers list all currently active contracts or task orders with Escambia County, other governmental entities and private clients. We have over 300 active projects in our system. Is the expectation that we list all 300+ projects or provide this information only for environmental water quality-oriented contracts/task orders that are similar to this project? Please provide additional guidance.

Answer: Escambia County wants to know if your firm has the capacity to handle this project on top of your current workload. Only list the projects that are relevant to water quality testing or are similar to this solicitation.

Question 3: The following requested information is listed under private as a sub-bullet: contract or task order name, current status, costs (original costs, to include any change orders, remaining balance). Is this information required only for private entities or for all the active contracts/task orders that are listed in Section H?

Answer: The info noted above is for all contracts that are related to water quality testing.

Question 4: On page 8 of the RLI, it states that the Letter of Interest shall not exceed 20 pages. Can you please confirm that the LOI is a pdf document separate from the SF330 requirements?

Answer: Yes, the LOI is a separate document from the SF330 requirements.

This Addendum Number 1 is furnished to all known prospective submitters. Please sign and submit one copy of this Addendum, with signature, with your submittals in GovernmentForms as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse
Purchasing Specialist

Savannah Kruse

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SLK

REGISTER OF SUBMITTERS

Solicitation # PD 19-20.010 Solid Waste Ground Water Monitoring Services

RLI Due Date & Time: December 17, 2019 @ 11:59 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Geosyntec Consultants, Inc.	850-477-6547	jjohnson@geosyntec.com	Jill Johnson
Jones Edmunds & Associates, Inc.	352-377-5821	tcully@jonesedmunds.com	Tim Cully
Submittals Received By:	Savannah Kruse, Purchasing Specialist		Date: December 18, 2019
Witnessed By:	Jeff Lovingood, Purchasing Coordinator		Date: December 18, 2019

Posted 1/2/2020 @ 4:00 p.m. CST

SLK

SLK

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 7, 2020

NOTICE TO FIRMS

RESULTS OF THE SELECTION COMMITTEE MEETING

Description: PD 19-20.010, Solid Waste Ground Water Monitoring Services

Date & Time: January 7, 2020 beginning at 8:00 AM, CST

Results: The Selection Committee Short-Listed the following firms in no particular order:

Geosyntec Consultants, Inc.
Jones Edmunds & Associates, Inc.

Contact: Savannah Kruse, Purchasing Specialist
850-595-4982
SLKruse@myescambia.com

Noticed via email January 7, 2020 SLK

SLK

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 16, 2020

PUBLIC NOTICE

SELECTION REVIEW COMMITTEE MEETING

DESCRIPTION: PD 19-20.010 Solid Waste Ground Water Monitoring Services

MEETING HELD: January 16, 2020 at 1:30 PM CST at the Waste Services Department

RESULTS: The Selection Committee Ranked the Short-Listed Proposers as follows:

1) Geosyntec Consultants, Inc.
2) Jones Edmunds & Associates, Inc.

CONTACT:
Savannah Kruse
Purchasing Specialist
SLKruse@myescambia.com
850-595-4982

Savannah Kruse

Pat Johnson

							Geosyntec Consultants, Inc.		Jones Edmunds & Associates, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	Response shows complete lack of knowledge and experience needed for this project.	Significant portion(s) of the response show lack of knowledge and experience for this project.	The response shows moderate amount of knowledge and experience.	The response shows considerate amount of knowledge and experience.	The response shows an outstanding amount of knowledge and experience.	20%	5	20	4	16
What do you foresee as a major or significant obstacle or challenges while conducting this project?	Response shows complete lack of understanding of potential obstacles or challenges.	Response shows low understanding of potential obstacles or challenges.	Response shows moderate amount of understanding of potential obstacles or challenges.	Response shows considerate amount of understanding of potential obstacles or challenges.	Response shows an outstanding amount of understanding of potential obstacles or challenges.	20%	5	20	5	20
What expertise does your firm have in the area of landfill hydrogeology?	Response shows lack of expertise in the area of hydrogeology.	Significant portion(s) of the response show lack of expertise needed for this project.	Response mostly shows expertise needed for this project.	Reponse indicates a considerate amount of expertise needed for this project.	Response unconditionally shows immense expertise needed for this project.	20%	5	20	5	20
What is your understanding of hydrogeological conditions in Escambia County?	Response shows lack of understanding of the hydrogeological conditions of Escambia County.	Significant portion(s) of the response show lack of understanding of the hydrogeological conditions of Escambia County.	Response mostly shows understanding of the hydrogeological conditions of Escambia County.	Response indicates a considerate amount of understanding of the hydrogeological conditions of Escambia County.	Response unconditionally shows immense understanding of the hydrogeological conditions of Escambia County.	20%	5	20	4	16
What are your firm's qualifications including local professionals?	The firm does not have the qualifications needed for this job.	The firm shows some qualifications needed for this project.	The firm has the basic qualifications needed for this project.	The firm has more than the basic amount of qualifications needed for this project.	The firm has an outstanding amount of qualifications needed for this project.	20%	5	20	5	20
								100		92

Brent Wipf

							Geosyntec Consultants, Inc.		Jones Edmunds & Associates, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	Response shows complete lack of knowledge and experience needed for this project.	Significant portion(s) of the response show lack of knowledge and experience for this project.	The response shows moderate amount of knowledge and experience.	The response shows considerate amount of knowledge and experience.	The response shows an outstanding amount of knowledge and experience.	20%	5	20	3	12
What do you foresee as a major or significant obstacle or challenges while conducting this project?	Response shows complete lack of understanding of potential obstacles or challenges.	Response shows low understanding of potential obstacles or challenges.	Response shows moderate amount of understanding of potential obstacles or challenges.	Response shows considerate amount of understanding of potential obstacles or challenges.	Response shows an outstanding amount of understanding of potential obstacles or challenges.	20%	4	16	3	12
What expertise does your firm have in the area of landfill hydrogeology?	Response shows lack of expertise in the area of hydrogeology.	Significant portion(s) of the response show lack of expertise needed for this project.	Response mostly shows expertise needed for this project.	Reponse indicates a considerate amount of expertise needed for this project.	Response unconditionally shows immense expertise needed for this project.	20%	3	12	5	20
What is your understanding of hydrogeological conditions in Escambia County?	Response shows lack of understanding of the hydrogeological conditions of Escambia County.	Significant portion(s) of the response show lack of understanding of the hydrogeological conditions of Escambia County.	Response mostly shows understanding of the hydrogeological conditions of Escambia County.	Response indicates a considerate amount of understanding of the hydrogeological conditions of Escambia County.	Response unconditionally shows immense understanding of the hydrogeological conditions of Escambia County.	20%	4	16	3	12
What are your firm's qualifications including local professionals?	The firm does not have the qualifications needed for this job.	The firm shows some qualifications needed for this project.	The firm has the basic qualifications needed for this project.	The firm has more than the basic amount of qualifications needed for this project.	The firm has an outstanding amount of qualifications needed for this project.	20%	4	16	4	16
								80		72

Devon Kenney

							Geosyntec Consultants, Inc.		Jones Edmunds & Associates, Inc.	
Category	**1**	**2**	**3**	**4**	**5**	**% of Overall Score**	Score	Weighted Score	Score	Weighted Score
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	Response shows complete lack of knowledge and experience needed for this project.	Significant portion(s) of the response show lack of knowledge and experience for this project.	The response shows moderate amount of knowledge and experience.	The response shows considerate amount of knowledge and experience.	The response shows an outstanding amount of knowledge and experience.	20%	5	20	2	8
What do you foresee as a major or significant obstacle or challenges while conducting this project?	Response shows complete lack of understanding of potential obstacles or challenges.	Response shows low understanding of potential obstacles or challenges.	Response shows moderate amount of understanding of potential obstacles or challenges.	Response shows considerate amount of understanding of potential obstacles or challenges.	Response shows an outstanding amount of understanding of potential obstacles or challenges.	20%	4	16	2	8
What expertise does your firm have in the area of landfill hydrogeology?	Response shows lack of expertise in the area of hydrogeology.	Significant portion(s) of the response show lack of expertise needed for this project.	Response mostly shows expertise needed for this project.	Reponse indicates a considerate amount of expertise needed for this project.	Response unconditionally shows immense expertise needed for this project.	20%	4	16	2	8
What is your understanding of hydrogeological conditions in Escambia County?	Response shows lack of understanding of the hydrogeological conditions of Escambia County.	Significant portion(s) of the response show lack of understanding of the hydrogeological conditions of Escambia County.	Response mostly shows understanding of the hydrogeological conditions of Escambia County.	Response indicates a considerate amount of understanding of the hydrogeological conditions of Escambia County.	Response unconditionally shows immense understanding of the hydrogeological conditions of Escambia County.	20%	4	16	3	12
What are your firm's qualifications including local professionals?	The firm does not have the qualifications needed for this job.	The firm shows some qualifications needed for this project.	The firm has the basic qualifications needed for this project.	The firm has more than the basic amount of qualifications needed for this project.	The firm has an outstanding amount of qualifications needed for this project.	20%	4	16	2	8
								84		44

Solicitation: PD 19-20.010 Solid Waste Ground Water Monitoring Services

Committee Evaluation	Geosyntec Consultants, Inc.	Jones Edmunds & Associates, Inc.
Individual Committee Member Scores		
Pat Johnson	100	92
Brent Wipf	80	72
Devon Kenney	84	44
Total	**264**	**208**
Individual Committee Member Ranking Based on Scores		
Pat Johnson	1	2
Brent Wipf	1	2
Devon Kenney	1	2
Total	3	6
Final Ranking	**1**	**2**

Select Search PD 19-20-010 **Tagged** <all>

Subject: **Public Notice PD 19-20.010**
Date: **20191126 @ 10:03**

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169	593324564	LandMark Engineering and Land	Mark W. Spitznagel, P.E	MarkS@LMEngr.com
170	204048148	M. C. Wolf Consulting	Michael C. Wolf	Mike.wolfriddleassociates@gmail.com
171	680146861-02	MACTEC Engineering and Consult	Brian J. DuChene	bjduchene@macte.com
172	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com
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174	680146861-04	MACTEC Engineering and Consult	Mark C. Diblin	mcdiblin@mactec.com
175	562136769-05	McKim & Creed	Scott Czubkowski, PE, LEED AP	sczubkowski@mckimcreed.com
176	562136769-03	McKim & Creed, Inc.	Robert Garland, PE, ENV SP, DBIA	rgarland@mckimcreed.com
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225	112167170-05	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
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246	954148514-08	Tetra Tech, Inc. - Boynton Bea	Erin Hague	erin.hague@tetratech.com
247	954148514-07	Tetra Tech, Inc. - Cocoa, Flor	Matthew Shelton	matt.shelton@tetratech.com
248	954148514-06	Tetra Tech, Inc. - Pensacola,	Kristin Bennett	kristin.bennett@tetratech.com
249	954148514-05	Tetra Tech, Inc. - Stuart, FL	Brian Proctor	brian.proctor@tetratech.com
250	954148514-04	Tetra Tech, Inc. - Tallahassee	Gerald Walker, PG	gerry.walker@tetratech.com
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273	911641772	Wood Environment & Infrastruct	Webb Jackdson Stephen Hanks	webb.jackson@woodplc.com stephen.hanks@woodplc.com
274	911641772-05	Wood Environment & Infrastruct	Mark Diblin, PG	mark.diblin@woodplc.com

Messages sent: **274**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

GEOSYNTEC CONSULTANTS, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of February, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Geosyntec Consultants, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 900 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida, 33487 and whose Federal tax identification number is 59-2355134 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Geosyntec Consultants, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Pat Johnson, Department Director, Escambia County Waste Services. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 19-20.010, Waste Services Ground Water Monitoring Services.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 19-20 in the amount of Ninety-Six Thousand, Four Hundred Dollars ($96,400) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20.010, Solid Waste Ground Water Monitoring Services, and as represented in the Consultant's Letter of Interest response to PD 19-20.010, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $75,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Ninety-Six Thousand, Four Hundred Dollars ($96,400)). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Geosyntec Consultants, Inc.
900 Broken Sound PKWY, NW, Suite 200
Boca Raton, FL 33487

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Escambia County Waste Services Department	County Administrator
13009 Beulah Rd.	P.O. Box 1591
Cantonment, Florida 32533	Pensacola, Florida 32597-1591
Attn: Pat Johnson	Attn: Janice P. Gilley

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Geosyntec Consultants, Inc., signing by and through its President, duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: March 5, 2020

CONSULTANT:
Geosyntec Consultants, Inc., a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Jon Dickinson, Title EVP, CFO, Director

By: _____
Secretary

Date: _____

Geosyntec consultants

1120 North 12th Avenue
Pensacola, Florida 32501
PH 850.477.6547
www.geosyntec.com

11 February 2020

Mr. Pat Johnson
Escambia County Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533-8831

Subject: Proposal for 2020 Groundwater Reporting and Additional Services
Four Landfill Sites, Escambia County, Florida

Dear Mr. Johnson:

Pursuant to your request, Geosyntec Consultants (Geosyntec) is submitting this Task Order proposal to the Escambia County Waste Services Department (ECWSD) to prepare up to eleven semi-annual monitoring reports on behalf of ECWSD for the spring and fall 2020 events and prepare two technical reports to meet specific permit requirements for the Beulah Landfill monitoring and Perdido Landfill Corrective Action Program (CAP). The remainder of this proposal is organized to provide the following information: (i) proposed scope of work; (ii) proposed schedule; and (iii) budget estimate.

SCOPE OF WORK

Tasks 1 through 5: Spring and Fall 2020 Semi-Annual Reports

Geosyntec will prepare spring and fall 2020 semi-annual water quality reports for Perdido Landfill (Task 1), Beulah Landfill (Task 2), Beulah RAP Annual (Task 3), Klondike Landfill (Task 4), and Saufley Landfill (Task 5). It has been assumed that ECWSD will provide Geosyntec the data in an electronic data deliverable (EDD) format from the analytical laboratory. The semi-annual monitoring reports will include a summary of groundwater and surface water results consistent with the reports submitted under this program since 2015. Documents for regulatory submittals developed by Geosyntec undergo a rigorous internal peer and senior review process prior to submittal to ESWSD. A draft of the document will be provided to ECWSD electronically for review. Geosyntec will incorporate ECWSD's comments and finalize the document. The document will be signed and sealed by a registered Professional Geologist in the State of Florida. The final report will be provided as an electronic copy to FDEP and ECWSD. These semi-annual reports are due to FDEP on 1 June and 1 December 2020 and it has been assumed that Escambia County Water Quality and Land Management Department (ECWQLM) will provide the field sheets and calibration reports to Geosyntec at least 45 days in advance of the regulatory deadline and laboratory data to Geosyntec at least 30 days in advance of the regulatory deadline. A technical review will be performed to confirm that these field and laboratory reports have been completed in accordance with their respective regulatory permits.

As part of this scope, Geosyntec will complete the following activities for each report:

- Verify that the field data collected by ECWQLM is reported accurately (by checking field forms provided by ECWQLM and associated lab reports).
- Develop a potentiometric surface map for each site to provide a hydrogeologic interpretation of groundwater flow. The potentiometric surface maps will be signed and sealed by a Florida licensed Professional Geologist and state that "the potentiometric surface map was prepared under my supervision". It has been assumed that two potentiometric surface maps will be developed for the groundwater monitoring under the Perdido Landfill solid waste permit and one potentiometric surface map will be generated for each of the other monitoring programs.
- Prepare standard data tables, field forms, and lab reports and incorporate into semi-annual report for FDEP submittal.

Task 6: Preparation of Five-Year Technical Report for Beulah Landfill

Under this task, Geosyntec will prepare the Five-Year Technical Report for the Beulah Landfill, as required by the long-term care permit for the site. The report will summarize data from 2016 to 2020 and will include: (i) tabular and graphical displays of water quality data and detections; (ii) trend analyses using ESdat environmental data management software of monitoring parameters consistently detected; (iii) comparisons among shallow, middle, and deep zone wells; (iv) comparisons between background water quality and the water quality in detection and compliance wells; (v) correlations between related parameters; (vi) discussions of erratic and/or poorly correlated data; (vii) interpretations of groundwater contour maps, including an evaluation of groundwater flow rates; and (viii) evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon Site conditions.

The laboratory data from the 2016 to 2020 timeframe will be requested from TestAmerica Laboratories and ENCO as electronic files in our site-specific database format. It is our understanding that it will take up to four weeks to receive the electronic data from the laboratories. Once received, Geosyntec will incorporate the electronic data into the site-specific database and prepare the report. An electronic draft of the document will be provided to the County for review. Geosyntec will incorporate the County's comments and finalize the document. The document will be signed and sealed by a registered Professional Geologist in the State of Florida. The final report will be provided as one electronic copy to FDEP and the County.

Task 7: Preparation of 2020 Annual Technical Report for Perdido CAP

As required by FDEP, Geosyntec will prepare the annual technical report for the Perdido CAP for submittal to FDEP by the required due date. It has been assumed that ECWSD will provide Geosyntec

the data in an EDD format from the analytical laboratory. The technical report will include a summary of historic groundwater results, as well as interpretations and conclusions for the data, consistent with the reports submitted under this program since 2015. A draft of the document will be provided to ECWSD electronically for review. Geosyntec will incorporate ECWSD's comments and finalize the document. The document will be signed and sealed by a registered Professional Geologist in the State of Florida. The final report will be provided as an electronic copy to FDEP and ECWSD.

Task 8: Meetings

Under this task, Geosyntec has included budget to prepare for and attend up to two meetings related to the scope under this project and to obtain potentially relevant data from ECWSD. It has been assumed that the meetings will be with ECWSD, ECWQLM, and/or FDEP.

Task 9: Ongoing Support

Under this task, Geosyntec will provide ongoing project support related to groundwater monitoring and water quality reporting for the Perdido Landfill, Beulah Landfill, Saufley Landfill, and/or Klondike Landfill. Activities under this task may include: (i) ongoing regulatory negotiation and support; (ii) project support for groundwater activities; (iii) responding to communications from FDEP staff; (iv) responding to requests for information from ECWSD or ECWQLM; (v) researching historical data or historical reporting questions; (vi) responding to FDEP comments on submitted documents to meet regulatory requirements; (vii) correspondence and field training activities with ECWQLM; (viii) developing an electronic management system for permits; and/or (x) developing a streamlined field data entry platform.

SCHEDULE

Geosyntec will initiate the tasks described in this proposal upon receipt of the ECWSD's authorization of this Task Order. Geosyntec will prepare the eleven documents described herein to meet the FDEP deadlines. It has been assumed that ECWQLM will provide applicable field sheets and calibration reports to Geosyntec at least 45 days in advance of the regulatory deadline and laboratory data to Geosyntec at least 30 days in advance of the regulatory deadline. The draft technical reports will be submitted to ECWSD for review prior to submittal to FDEP.

BUDGET

Geosyntec will perform the above scope of work on a lump sum basis. A budget estimate for the scope of work outlined in this proposal is summarized below. If this proposal is acceptable, please provide an executed Task Order and return to my attention at your earliest convenience.

Task 1: Preparation of Spring and Fall 2020 Semi-Annual Reports - Perdido Landfill	$10,400
Task 2: Preparation of Spring and Fall 2020 Semi-Annual Reports - Beulah Landfill	$8,600
Task 3: Preparation of 2020 Annual Report - Beulah RAP Landfill	$5,800
Task 4: Preparation of Spring and Fall 2020 Semi-Annual Reports - Klondike Landfill	$9,200
Task 5: Preparation of Spring and Fall 2020 Semi-Annual Reports - Saufley Landfill	$9,200
Task 6: Beulah Five-Year Technical Report	$19,700
Task 7: Perdido CAP Annual Technical Report	$18,200
Task 8: Meetings	$4,200
Task 9: Ongoing Support	$11,100
TOTAL	**$96,400**

CLOSURE

Geosyntec is prepared to initiate work on this scope of services immediately upon authorization from ECWSD. As always, we appreciate the opportunity to work with you and Escambia County. If you have any questions, please do not hesitate to call.

Sincerely,

Mollie Taylor
Scientist

Jill W. Johnson, P.G.
Principal Geologist

Exhibit "C": Fee Proposal

Project: **Proposal for 2020 Groundwater Reporting Activities**
Task Order: **PD 19-20.010.SWM.20001**

DESCRIPTION	Principal $244	Sr Prof $195	Proj. Prof. $164	Prof. $143	Sr Staff Prof. $124	Staff Prof. $107	Project Admin. $109	Clerical $101	FEE
TASK 1 - Perdido LF Semi-Annual Reports									
Spring 2020	1	2	4	26			2		$5,200
Fall 2020	1	2	4	26			2		$5,200
TASK 1 TOTAL =	$488	$780	$1,312	$7,436	$0	$0	$436	$0	$10,400
TASK 2 - Beulah LF Semi-Annual Reports									
Spring 2020	1	1	4	21			2		$4,300
Fall 2020	1	1	4	21			2		$4,300
TASK 2 TOTAL =	$488	$390	$1,312	$6,006	$0	$0	$436	$0	$8,600
TASK 3 - Beulah RAP Annual Report									
Fall 2020	1	2	4	30			2		$5,800
TASK 3 TOTAL =	$244	$390	$656	$4,290	$0	$0	$218	$0	$5,800
TASK 4 - Klondike LF Semi-Annual Reports									
Spring 2020	1	1	4	23			2		$4,600
Fall 2020	1	1	4	23			2		$4,600
TASK 4 TOTAL =	$488	$390	$1,312	$6,578	$0	$0	$436	$0	$9,200
TASK 5 - Saufley LF Reports									
Spring 2020	1	1	4	23			2		$4,600
Fall 2020	1	1	4	23			2		$4,600
TASK 5 TOTAL =	$488	$390	$1,312	$6,578	$0	$0	$436	$0	$9,200
TASK 6 - Beulah 5-Year Technical Report									
2020	8	14	12	70			6		$19,700
TASK 6 TOTAL =	$1,952	$2,730	$1,968	$10,010	$0	$0	$654	$0	$19,700
TASK7 - Perdido CAP Annual Technical Report									
2020	6	18	10	60			6		$18,200
TASK 7 TOTAL =	$1,464	$3,510	$1,640	$8,580	$0	$0	$654	$0	$18,200
TASK 8 - Meetings									
Meetings	10			12					$4,200
TASK 8 TOTAL =	$2,440	$0	$0	$1,716	$0	$0	$0	$0	$4,200
TASK 9 - Ongoing Support									
2020	6		20	40			6		$11,100
TASK 9 TOTAL =	$1,464	$0	$3,280	$5,720	$0	$0	$654	$0	$11,100
				TOTAL LUMP SUM CONTRACT					**$96,400**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17599 **County Administrator's Report 14. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Contract Award for Perdido Landfill, Phase 2 , Landfill Mining
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Perdido Landfill, Phase 2, Landfill Mining - Patrick T. Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Thalle Construction Company, Inc., per the terms and conditions of PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining, in the amount of $7,612,711; and

B. Approve the remaining budget of $387,289 for contingency funding for similar and/or related tasks.

Vendor/Contractor	Amount	Contract Number
Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings	$7,612,711	PD 18-19.107

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2 , Landfill Mining was publicly noticed to 149 firms via Vendor Registry on November 19, 2019. Three firms submitted Technical Responses on January 2, 2020. All three firms were deemed responsive to the technical requirements. Fee Proposals were opened on February 14, 2020.

BACKGROUND:

A Request for Proposals for PD 18-19.107, Perdido Landfill, Phase 2, Landfill Mining was publicly noticed to 146 firms via Vendor Registry on November 19, 2019. The solicitation was viewed by 51 firms. Technical Proposals were received from three firms on January 2, 2020, and fee proposals on January 24, 2020. Thalle Construction Company, Inc., was deemed to be the most qualified and responsible firm with the lowest total cost.

Background narrative for Landfill Mining Project Management and CQA Services by Patrick Johnson, Director, Waste Services Department:
With respect to meeting future waste disposal capacity needs for Escambia County, Initial Assessment and Feasibility studies were conducted in 2005/2007 to explore landfill mining to extend the life of the existing landfill while upgrading unlined portion of the site to the current EPA Subtitle D criteria. Studies accounted for:

- net airspace gained
- cost benefit analysis comparison to development of new green space
- existing groundwater contamination liability
- existing site infrastructure
- increased horizontal and vertical cell construction footprint
- final closure costs reductions
- recovery/beneficial reuse of existing final cover soil
- recovery/beneficial reuse of in-place clay soils from previous trench fill operation
- beneficial reuse of screened waste for daily cover
- methane recovery

Studies indicated mining could be more cost effective than developing a new landfill on new green space. On 8/16/07, the BCC awarded contract for $360,815.42 to provide site investigations to collect specific waste and soil composition data relative to landfill mining. On 12/13/07, the BCC awarded contract for a three-acre pilot landfill mining for $530,000.00 to perform actual mining activity to evaluate the technical and economic feasibility of a full-scale waste mining. Pilot study indicated a large amount of final cover soil was available for reuse. No significant odors, no leachate or hazardous waste was encountered. Daily cover soil was generated in sufficient quantities. On 8/6/2009, BCC awarded contract for Phase I mining for $4,623,981.97. Phase I mining resulted in approximately 485,120 in-place cubic yards of waste mined from 16.9 acres. Actual project cost was $3.09 million over a 25-month duration. Approximately 386,600 cubic yards of airspace was recovered. Considering the increased compaction and recovered airspace from the removal of final cover soils, the total net airspace gained for Phase II Landfill Mining will be approximately 392,000 tons of waste.

BUDGETARY IMPACT:

Funding: Fund 401 Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56301, Improvements Other Than Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard form of Agreement, Form D: Paving/Drainage

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreeement, as well as the Purchase Order.

Attachments

Soliciatation
Bid Tab
Bid From Thalle
Recomendation to Award Checklist
Agreement

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Landfill Mining, Perdido Landfill Phase 2

Solicitation Identification Number PD 18-19.107

Proposals Will Be Received Until:
2:00 p.m. CDT, Thursday, December 11, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32597-1591
Attention: Lawrence A. Gordon

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Lumon J. May
Jeff Bergosh
Douglas B. Underhill
From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4987
Email: Lagordon@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request for Proposals
Proposer's Checklist
Landfill Mining, Perdido Landfill

Specification Number PD 18-19.107

How To Submit Your Proposal

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

One (1) original and one (1) electronic (CD or memory stick is acceptable) copies of the following documents shall be included with the proposal:

- Information Required from Proposer
  - Technical Proposal Format and Content
  - Transmittal Letter
  - Company Experience and Financial Capacity
  - Similar Project Experience
  - Project Understanding and Implementation Methodology
  - Team Qualifications
  - References from Past Project Owners
  - Appendix A
  - Cost Proposal
- Statements and Documentation
  - Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
  - Drug-Free Workplace Form
  - Information Sheet for Transactions and Conveyances and Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance
- Performance & Payment Bonds

Before You Submit Your Proposal, Have You:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

This form is for your convenience to assist in filling out your proposal only.
Do not return with your proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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Figure 2 Site Layout

Figure 3 Approximate Base Grades of Unlined Cells

Figure 4 Proposed Grading Plan

PD 18-19.107, Landfill Mining, Perdido Landfill

PART A SUMMARY

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill. The WSD intends to excavate the final cover soil and municipal solid waste (MSW) from portions of the unlined cell of Perdido Landfill, to screen the excavated MSW for recovery of soil and compost-like material referred herein as (reclaimed soil), and to transport and dispose of the screened MSW in the active lined cell or other area designated by at the same site. The process of excavating and processing waste from the landfill is commonly referred to as landfill mining or landfill reclamation. The WSD intends to complete the mining of unlined cells at the Perdido Landfill in separate phases. The WSD is interested in contracting out the following elements of the Phase II landfill mining project to a qualified contractor: excavation of the final cover soil and waste in the target area; the screening of the waste to recover the reclaimed soil; transportation of the screened MSW and soil to designated disposal or stockpile areas on site; control of leachate and stormwater; control of odor, dust and litter; and the overall coordination of the project activities with the WSD.

The WSD estimates that approximately 220,000 cubic yards of the final cover soil would need to be excavated and stockpiled, and approximately 300,000 cubic yards of the MSW (including soil) would need to be excavated and screened for the Phase II project. Quantities are based on the current information available and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from the Phase I full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from these estimates. The contractor shall complete the landfill mining within a period of eighteen (18) months from notice to proceed.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the services of a qualified contractor for mining of a portion of the unlined landfill cells at the Perdido Landfill.

1-2 OBJECTIVE

The primary objective of the Request for Proposal (RFP) is the selection of the most responsive and responsible contractor to conduct landfill mining of a portion of the unlined cells at the Perdido Landfill. WSD will use a two-step evaluation process to select the contractor. In the first step, WSD will select proposer(s) based on evaluation of the technical proposals submitted by the interested parties. The technical proposals will be evaluated based on the criteria listed in Part III of this RFP. WSD will evaluate the cost proposals (submitted with after the technical proposal) of the proposers only in the second step.

An award, if made, will be made to the lowest most responsible and responsive approved proposer (hereinafter referred as the *contractor*) whose proposal (technical and cost) is the most advantageous to SOLID WASTE MANAGEMENT. The award, if made, will be made either for the preferred option or an alternate option whichever is deemed most advantageous to the County.
Proposers may also propose alternative solutions to achieve the requirements of the scope of services. Alterative proposals only from those proposers completing the RFP submittal requirements will be considered for evaluation.

1-3 ISSUING OFFICER

The contracting agency shall be the Escambia County Board of Commissioners, c/o the

Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591. The project Director shall be Pat Johnson, Director of Waste Services. The liaison officer shall be Brent Schneider, Engineering, Escambia County Department of WSD.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a combination of a unit-price contract and a lump sum contract. The contractor shall be paid a lump sum for mobilization and demobilization, and for environmental controls such as leachate and stormwater management, dust control, and litter control, and paid for the actual quantity of the final cover soil and waste excavated, screened, transported/stockpiled based on the negotiated unit price.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most qualified, responsive and responsible proposer.

1-6 INQUIRIES

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Escambia County Board of County Commissioners or any member of the selection committee at any time during the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the relevant Selection Committee regarding the pending solicitation or its outcome until after the committee has arrived at a recommendation of the most qualified submitter. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

For questions and additional information, contact:

Lawrence A. Gordon
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4987
Email: Lagordon@myescambia.com

1-7 ADDENDA

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than seven (7) working days prior to the proposal due date, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

Oral explanations or instructions with respect to the RFP will not be binding; only written addenda shall be relied upon. Any addenda resulting from these requests will be E-Mailed to all listed holders of the RFP no later than five (5) calendar days prior to the proposal due date.

Any addendum / amendments to the RFP must be acknowledged with submission of the proposal.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals Tuesday, November 19, 2019

B. Non-Mandatory pre-proposal conference & Walk-thru
Tuesday, November 26, 2019

C. Technical Proposals due date
Wednesday, December 11,2019

D. Review of proposals Thursday December 18, 2019

E. Fee Proposals due Monday, January 6, 2019

F. Board of County Commissioners approval
Thursday, February 6, 2020

The landfill office is located at 13009 Beulah Road, Cantonment, Florida 32533. If a site visit is required to familiarize proposers with the site. Prospective proposers must contact Brent Schneider at (850-937-2197) in order to schedule a visit.

1-9 PROPOSAL CONTENT AND SIGNATURE

All submissions to be considered shall be in the possession of the Office of Purchasing prior to the time of the receipt. Submissions may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32501, in a sealed envelope clearly marked:

Specification Number PD 18-19.107, Landfill Mining Project, Name of Submitting Firm, Time and Date Due.
Note: If proposal is mailed using a courier service (Federal Express, Airborne, UPS etc.), the outside of the airbill and envelope or box shall be marked with Specification Number and Project Name.

Proposers desiring to provide on the above referenced project shall submit one (1) original Technical Proposal with manual signature and one (1) electronic copies (CD or memory data stick acceptable) of their Technical Proposal containing all the requested information by December 11, 2019 2: P.M., CDT. Submittals received after the above time and/or date shall not be accepted or considered. No exceptions will be made.

All information requested must be provided. Submittals which are substantially incomplete, or lack key information may be rejected by the County at its discretion.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-11 PRIME CONTRACT RESPONSIBILITIES

The contractor shall be required to assume responsibility for all services offered in his proposal. The contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The contractor shall not employ services of any subcontractor, person or organization without the county's approval.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM PROPOSER

ALL INITIAL PROPOSALS SHALL INCLUDE THE FOLLOWING AS PART OF THE TECHNICAL PROPOSAL

2-1 TECHNICAL PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposal. In order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

Technical proposal format and content shall conform to the outline and section set forth in the table below. The technical proposal shall contain the sections described below and the sections shall be placed in the order shown below. Each section shall be clearly labeled and separated by tabs. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

A description of the content of each section is presented later in this Part of the RFP.

Section No.	Section Title	Details presented in Section
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2	Table of Content	
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4	Similar Project Experience	2-4
5	Project Understanding and Implementation Methodology	2-5
6	Team Qualifications	2-6
7	References from Past Project Owners	2-7
8	Appendix A (optional)	2-8
9	Cost Proposal (in a sealed envelope)	2-9

2-2 TRANSMITTAL LETTER

The Transmittal Letter shall be prepared on the letterhead of the firm that would execute the agreement with the County. The letter, at the least, shall contain the following information:

- Profile of Submitter
  - Brief history of firm including year first organized
  - Organizational structure, (e.g. LLC, Corp., Partnership, etc.)
  - State of incorporation
  - Number of years in business under present name
  - Corporate officers
  - Major shareholders/partners

- Corporate Identification
  - Complete name and address of the firm
  - Mailing address

- Contact
  - Name
  - Telephone number
  - Fax number
  - Email address

- A statement of proposer(s) interest and commitment to execute the project and compliance with all the provisions including implementation schedule set forth in this RFP.

- A statement noting receipt of each addenda and the associated receipt date.

- The letter shall be signed by a company officer empowered to bind the company.

PART III CRITERIA FOR SELECTION

The County will appoint a selection committee to review and evaluate submitted proposals. The factors to be considered in the evaluation of proposal are listed below.

No.	Step 1 Criteria	Points
1.	Company Experience and Financial Capacity	15
2.	Similar Project Experience	15
3.	Project Understanding and Proposed Implementation Methodology	20
4.	Team Qualification	20
5.	References from Past Project Owners	10
	Step 2 Criteria	
1.	Cost Proposal	20

PART IV 4-1 *SCOPE OF WORK*

SUMMARY

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill. The WSD intends to excavate the final cover soil and municipal solid waste (MSW) from portions of the unlined cell of Perdido Landfill, to screen the excavated MSW for recovery of soil and compost-like material referred herein as (reclaimed soil), and to transport and dispose of the screened MSW in the active lined cell or other area designated by at the same site. The process of excavating and processing waste from the landfill is commonly referred to as landfill mining or landfill reclamation. The WSD intends to complete the mining of unlined cells at the Perdido Landfill in separate phases. The WSD is interested in contracting out the following elements of the Phase II landfill mining project to a qualified contractor: excavation of the final cover soil and waste in the target area; the screening of the waste to recover the reclaimed soil; transportation of the screened MSW and soil to designated disposal or stockpile areas on site; control of leachate and stormwater; control of odor, dust and litter; and the overall coordination of the project activities with the WSD.

The WSD estimates that approximately 220,000 cubic yards of the final cover soil would need to be excavated and stockpiled, and approximately 300,000 cubic yards of the MSW (including soil) would need to be excavated and screened for the Phase II project. Quantities are based on the current information available and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from the Phase I full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from these estimates. The contractor shall complete the landfill mining within a period of eighteen (18) months from notice to proceed.

COST PROPOSAL

The proposer shall use the line items and units presented in the table below for the cost proposal. No other task or unit shall be substituted or added. Proposer's unit cost ($/ in-place cubic yard) shall include all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The WSD reserves the right to request further breakdown of the proposed cost. The proposers shall provide details on the proposed cost when requested by the WSD.

Item	Details Presented in Section	Cost Basis
Mobilization/Bonds/Insurance Note: Mobilization/Demobilization- the contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization cost shall be added to the contract.	4.0	Lump sum
Final cover soil excavation, transportation and stockpiling	1.0 - 2.1	Unit price ($/in- place cubic yard)
Excavation, and loading excavated waste onto screen	2.1	Unit price ($/in- place cubic yard)
Waste Screening	2.3	Unit price ($/in- place cubic yard)
Transportation of the screened waste to the working face of the active lined cell	2.1	Unit price ($/in- place cubic yard)
Transportation and stockpiling of the reclaimed soil recovered by waste screening	2.5 – 2.8	Unit price ($/in- place cubic yard)
Excavation and transportation of the excavated waste to the active lined cell (without screening)	2.1	Unit price ($/in- place cubic yard)
Bermed soil excavation, transportation, and stockpiling (without screening).	2.6	Unit price ($/in- place cubic yard)
Maintenance of the final cover soil stockpiles	2.0 – 2.1	Lump sum
Maintenance of the reclaimed soil stockpile	2.1	Lump sum
Regulated asbestos containing waste spotting and sorting	2.9-2.10	Unit price ($/in- place cubic yard)
Regulated asbestos containing waste bagging and transportation to active lined cell	2.10	Unit price ($/in- place cubic yard)
Prohibited waste spotting and sorting (excluding hazardous waste)	2.11	Unit price ($/in- place cubic yard)
Hazardous waste spotting, sorting, and transportation to an on-site containment pad supplied by the WSD	2.12	Unit price ($/in- place cubic yard)
Area restoration	2.13	Unit price ($/acre)
Leachate and stormwater runoff control	2.14	Lump sum
Odor control	2.15	Lump sum
Dust control	2.16	Lump sum

Litter control	2.17	Lump sum
Demobilization Note: Mobilization/Demobilization- the contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization cost shall be added to the contract.	4.0	Lump sum
Construction of stormwater diversion berms and let down structures	2.14	Lump sum
Additional Excavation, Waste Screening and Transportation	2.1, 2.3	Unit Pricing

METHOD OF PAYMENT

For final cover soil excavation and mined waste excavation, the contractor will be paid for the actual surveyed in- place quantities which will be determined based on the surveys conducted throughout the project. In-place quantity surveys shall be performed by a third-party surveyor (licensed and registered in the State of Florida) employed by WSD. The WSD will provide the in-place volume estimates to the contractor after each topographic survey. The contractor may hire their own third-party surveyor (licensed and registered in the State of Florida) to confirm the volumes estimated by the WSD.

During months when survey data are not available, the volumes of mined in-place waste and/or excavated final cover soil volumes will be estimated utilizing truckload counts to approximate material volumes for contractor payment. The volume of excavated final cover soil will be estimated by multiplying the number of final cover soil truckloads by the manufacturer-specified truck capacity (tailgate heaped volume or heaped volume). This number will then be divided by a swell factor of 1.6 to approximate the total in-place volume excavated of all material categories except the final cover soil. For the final cover soil, truckload count will be multiplied by the manufacturer-specified truck capacity (tailgate heaped volume or heaped volume) and then divided by a swell factor of 1.3 to approximate the total in-place final cover soil volume mined. Anytime mined in-place waste quantities or excavated final cover soil quantities are estimated utilizing the methodology above, total mined in-place waste or excavated final cover soil volumes will be determined based on subsequent surveys and will be adjusted by these previous volumes so that all payments to the contractor are based on surveyed quantities.

An estimation of waste composition (screened waste, reclaimed soil recovered with excavated waste screening, regulated asbestos containing material, prohibited waste, and hazardous waste) would be needed for payment based on cost items and basis presented in Cost Proposal of the RFP. The WSD will track the truckload counts and truckload volume of different waste materials transported. The truckload and volume data will be used for waste composition. The records will be available for contractor's review at the end of each day. Contractor may retain an independent license surveyor to cross check this data.

1.0 INTRODUCTION

The Escambia County Waste Services Department (WSD) is seeking to mine the unlined cell(s) at the Perdido Landfill for future lined cell(s) construction, (See Attachment 1- Site Plan). The final cover soil and waste deposited in these cells will be excavated. The final cover soil will be stockpiled on site. The excavated waste will be screened to separate soil from the waste material. The screened waste will be transported to and deposited in the active Section 5, Cell 1A and the soil recovered from screening operation will be stockpiled on the lined cell(s) or other area designated by the WSD. The Mining Excavation Plan presented in Attachment 1, provides the estimated limits of the area proposed for waste excavation and the estimated bottom grades resulting from the proposed waste excavation. The proposed mining area (Phase II) is estimated to contain approximately 520,000 cubic yards of material (final cover soil and waste material). It is estimated that the Phase II mining area contains approximately 220,000 cubic yards of the final cover soil and 300,000 cubic yards of to MSW (mixed with soil) (including soil). Quantities and limits of excavation are based on the current information available from previous investigations and the total volume and distribution (quantity of waste versus quantity of soil) of material excavated from Phase I the full- scale mining project, however, actual quantities of cover soil and waste to be excavated may vary from the estimates provided. The WSD provides no warranty or guarantee concerning the accuracy of quantity, characteristics, or composition of the waste materials and quantity of the final cover soil in the unlined cells. Furthermore, the WSD may request that the contractor perform additional mining (beyond the 520,000 cubic yards) transportation as per the scope described in this section to complete the rest of the XX-acre of unlined area containing approximately XXX,000 cubic yards of waste utilizing the established unit rates for Phase II mining project.

2.0 SCOPE OF WORK & SPECIFICATIONS

The proposed project entails the following activities and scope of work:

- Excavation, transportation and stockpiling of the final cover soil in an area to be designated by WSD. The thickness of final cover soil varies.
- Excavation and screening of the waste to separate the waste fraction from the soil fraction of the mined material.
- Transportation of the screened waste to the working face of the active lined cell in accordance with the landfill's operations plan and the direction provided by WSD.
- Transportation and stockpiling of the reclaimed soil recovered by waste screening in accordance with the direction provided by WSD.
- Sort and stockpile the wastes that are prohibited from disposal in the Perdido Landfill (e.g., whole tires, lead acid batteries) in accordance with FDEP solid waste rules and the Perdido Landfill's operations plan in a roll-off container. The WSD will transport stockpiled waste to the designated area.
- Spot and sort regulated asbestos containing material waste.
- Bag and transport regulated asbestos containing material to the active lined cell per WSD policy.
- Spot and transport encountered hazardous waste to the WSD supplied lined pad.
- Implement and maintain measures to control leachate and stormwater runoff from the exposed waste of the mining area.
- Implement measures to control litter.
- Implement measures to control dust.
- Implement measures to control odor.

Special Note: The WSD may consider executing some of the project tasks described in this section themselves including in-house resources. These tasks include but not limited to dust control, litter control, odor control, and hazardous waste transportation to the containment pad.

Specifications pertaining to the tasks listed above are presented below.

2.1 SOIL EXCAVATION, TRANSPORTATION, AND STOCKPILING

The proposed mining area consists of a top cover layer (referred to as final cover soil) that ranges in thickness from approximately 0.5 to 13 ft. The final cover generally consists of three layers -topsoil, a sandy drainage layer, and a clay layer. The contractor shall excavate/scrape, transport and stockpile the final cover soil layers. The scope of services pertaining to this task shall include, but not be limited to:

- The contractor shall excavate or scrape and separate the three layers of the final cover soil to the extent practicable. These layers shall be individually transported and stockpiled. In other words, the topsoil, sand drainage layer and clay layer shall be transported and stockpiled into a topsoil stockpile, sand stockpile and a clay stockpile, respectively. Location of the final cover soil stockpiling area to be determined.

- The final cover soil should be excavated (or scraped) to the elevation determined by the WSD and their engineers in the field. WSD's on-site engineer or designee will visually inspect the excavated material to decide whether the load is managed as the final cover soil or the waste material while the final cover soil near the soil-waste interface is being excavated.

- Final cover soil stockpiles shall be routinely shaped to have a side slope not steeper than 33% (3 ft horizontal distance per 1 ft vertical rise) and be sodded/seeded and maintained as needed to minimize erosion and sediment loss.

- The final in-place cover soil volume shall be determined by the following approaches:
  The contractor shall mobilize appropriate equipment resources to excavate at least 2 test pits or boreholes per acre to estimate the final cover depth in the mining area before the start of the project. The in-place final cover soil volume shall be calculated by multiplying the mining area with the average final cover depth. The location of the test pits or boreholes shall be determined by WSD. This volume final cover soil excavation (with approximately 6 inches left in place) shall be surveyed by a licensed surveyor employed by the County to quantify the volume of the final cover soil excavated for billing purposes. Survey is to take place monthly for the first three (3) months of the project and every third month thereafter. The WSD shall provide the in-place volume estimate to the contractor based on the survey data. The contractor will immediately notify, in writing, the WSD of any discrepancy. The WSD's project manager will make the final decision.

- Approximately six (6) inches of final cover soil should remain over waste interface until waste screening activity begins. Final cover soil is expected not to contain waste and, therefore, need not be screened.

- The contractor shall perform sequencing of final cover soil excavation and waste screening activity to effectively control and minimize sediment from stormwater run -off.

2.2 WASTE EXCAVATION, AND LOADING ON SCREEN

The scope of services pertaining to this task shall include, but not be limited to:

- Contractor shall excavate/scrape waste to the unlined cell bottom elevation shown in the Mining Excavation Plan (Attachment 1) or the elevation determined by the WSD's on-site supervisor during the excavation process.

- Waste excavation shall be sequenced such that the working face is minimized (to reduce leachate generation). Leachate is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

- The waste excavation shall be sequenced such that stormwater runs off freely and does not collect or pond on the landfill surface.

- The contractor should create smooth transitions between the existing grades and adjacent new grades.

- Excavation shall be conducted in compliance with OSHA regulations (29 CFR 1926 Subpart P).

- The exposed waste surfaces in the area(s) where no excavation is planned within 48 hours shall be covered with a six-inch thick soil layer or a 6-mil (minimum) polyethylene sheeting to minimize the working face. The contractor shall cover the exposed waste surface at the end of each working day if an excessive odor problem is noticed from the excavated waste.

- The contractor is responsible for arranging inspection/evaluation of the presence of underground utilities in the proposed mining area. If uncharted utilities are encountered, contractor shall stop working and notify the WSD and their engineer.

- The site supervisor shall be 40-hour HAZWOPER trained as detailed in OSHA regulations (29 CFR 1910.120) and shall have completed an initial spotter training course in accordance with Florida Administrative Code 62-701.320. In addition, the site supervisor shall be trained to identify regulated asbestos containing material and hazardous waste.

- If any waste items that are prohibited for disposal in the landfill are encountered during excavation (Section 2.1.1 of the RFP for the list of prohibited waste), the contractor shall be responsible for identifying prohibited wastes after they are excavated and stockpiling these materials in a roll-off or another impervious container provided by the WSD. The WSD will transport the stored (or stockpiled) waste from the site.

- Whole tires, white goods (appliances etc.), and other materials that the WSD on-site supervisor deems to have a salvageable value shall be separated from the MSW (either before or after screening), individually stockpiled near the mining area. The WSD will transport the stockpiled waste to the respective on-site management areas.

- The contractor shall stop waste excavation and immediately notify the WSD in the event suspicious industrial/commercial hazardous waste (e.g., drums larger than 20 gallons) or asbestos containing materials (ACM) is spotted. As with any landfill excavation project some hazardous or asbestos-containing wastes may be encountered during excavation. The WSD will assist the contractor in identification of hazardous waste and ACM. The area in which suspicious hazardous waste is spotted shall be evacuated and cordoned off until the waste is removed from the area. While the suspicious waste is being characterized and removed, the contractor can relocate equipment and continue waste excavation in area(s) at least 100 ft from the suspicious waste spot.

2.3 WASTE SCREENING

The excavated waste shall be screened to segregate soil from the waste materials. The waste fraction resulting from the screening of the excavated waste is referred herein as *screened waste* and

the soil fraction recovered with waste screening is referred to as *reclaimed soil.* From the Phase I mining project at the Perdido Landfill, waste screening was determined to be the rate limiting step. The requirements specific to waste screening shall include, but not be limited to:

- The screen should be track mounted, and the screen opening size shall not exceed 3 inches.

- The soil content of the screened waste should not be more than 10% by weight (wet weight basis). The WSD and their engineers, at their discretion, will collect samples of the screened waste to determine its soil content. The screened waste sample(s) (which will be approximately 1 to 2 cubic yards) may be collected either from the screened waste stockpile near the screen or as it drops off the screen conveyor or from the truck hauling screened waste for disposal in the active cell. The sample may be collected at any time during the operating hours of the project.

- In the event soil content of the screened waste sample is determined to be more than 10%, the contractor shall suspend mining operation until the contractor takes steps necessary to maximize the soil recovery. The WSD will not be responsible for loss of productivity or capital in the event the contract shall suspend mining operation to optimize soil recovery from waste screening.

- Because of wet conditions resulting from rain events, waste excavation and screening may need to be suspended during rain events. Furthermore, if the stormwater run-off management results in highly wet conditions at the working face and the areas where equipment is staged, excavation may be suspended following rain events as well. The contract time includes rain days. No additional time will be allowed for rain days.

- If directed by the WSD's on-site supervisor, the contractor shall temporarily suspend waste screening and transport the excavated waste directly to the active lined cell.

- The contractor shall also plan for screening equipment breakdowns – results of the pilot mining project revealed that screening equipment would require maintenance throughout to allow for cleaning (unclogging) and repair of the equipment.

- The contractor is recommended to take the lessons learned from the Phase I mining project (as presented in Attachment 2) into account for selecting a screen for the project.

2.4 SCREENED WASTE TRANSPORTATION

The contractor shall transport the screened waste to Section-5. The WSD will compact the screened waste in the active lined cell.

2.5 RECLAIMED SOIL TRANSPORTATION AND STOCKPILING

The contractor shall transport and stockpile the reclaimed soil to Section 5, or an alternative area as directed by county staff. The stockpile(s) shall be routinely shaped with a dozer with a slope not steeper than 3 ft horizontal to 1 ft vertical rise.

2.6 BERMED SOIL EXCAVATION, TRANSPORTATION, AND STOCKPILING

Soil lenses/berms embedded in waste are expected to be present. Soil excavated from these locations, if visually not contaminated with waste, shall not be screened. The top 2 ft (approximately) of the soil excavated from the embedded berms shall be transported directly to the reclaimed soil stockpile and the balance shall be transported to the final cover soil stockpile. Please note that the final cover soil is

expected not to contain waste and, therefore, need not be screened. The waste is expected to contain berms of soil embedded in waste. The contractor shall excavate, transport, and stockpile the embedded berm soil with the final cover soil (the top 2 ft of bermed soil that has been in contact with waste shall be stockpiled with the reclaimed soil). The bermed soil will be stockpiled either with the final cover soil or reclaimed soil depending on quality.

2.7 MAINTENANCE OF THE FINAL COVER SOIL STOCKPILES

The contractor shall implement measures including but not limited to seeding/sodding and silt fencing to control erosion and sediment loss. The vegetative layer shall be maintained until established. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.8 MAINTENANCE OF THE RECLAIMED SOIL STOCKPILE

The contractor shall implement measures including but not limited to seeding/sodding and silt fencing to control erosion and sediment loss. The vegetative layer shall be maintained until established. The contractor shall implement measures to control stormwater run-off from the reclaimed soil stockpile. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.9 REGULATED ASBESTOS CONTAINING MATERIAL SPOTTING AND SORTING

The contractor may encounter some asbestos containing materials (ACM) during waste excavation. The contractor shall notify the landfill operator immediately if regulated ACM is spotted. The contractor shall adequately wet the regulated ACM to prevent any visible emission when handled and set aside the ACM encountered during waste excavation.

2.10 REGULATED ASBESTOS CONTAINING MATERIALS BAGGING AND TRANSPORTATION

The contractor shall bag the regulated ACM in clear (see-through) sealed plastic bags of six (6) mil minimum strength and thickness. The bags must be clearly labeled with a warning which states:

CAUTION CONTAINS ASBESTOS, AVOID OPENING OR BREAKING CONTAINER. BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH.

The contractor shall then transport the bags to the active lined cell (Section 5) and coordinate disposal of ACM with the landfill operator.

2.11 PROHIBITED WASTE SORTING, STORAGE AND TRANSPORTAITON

The contractor shall identify and remove waste materials that are prohibited from disposal in the Perdido Landfill's lined cell(s). The following waste items that are prohibited for disposal in landfill may be encountered. These waste items when encountered shall be separated from the excavated waste and temporarily stockpiled. The WSD will routinely transport the stored (or stockpiled) waste to the designated areas.

i. Whole waste tires.

ii. White goods. "White goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

iii. Lead-acid batteries. "Lead-acid batteries" means those lead- acid batteries designed for use in motor vehicles, vessels, and aircraft, and includes such batteries when sold as a component

part of a motor vehicle, vessel, or aircraft.

iv. Used oil. "Used oil" means any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become contaminated and unsuitable for its original purpose due to the presence of physical or chemical impurities or loss of original properties.

2.12 HAZARDOUS WASTE SORTING AND TRANSPORTATION

The contractor shall spot, sort, and transport the hazardous waste to an on-site hazardous waste storage pad supplied by the WSD. The method of hazardous waste transportation between the mining area and the containment pad is up to the contractor; however, the contractor would be responsible for the cleanup of any spills during transportation. The WSD will be responsible for the management of hazardous waste.

2.13 AREA RESTORATION

Upon completion of the mining operation in an area, the exposed waste surfaces shall be covered with 18 inches of soil. The top 4 to 6 inches of the cover shall consist of top soil capable of supporting vegetation growth. The stockpiled final cover soil and top soil may be used for this purpose. The reclaimed soils shall not be used for this purpose. The final cover shall be seeded/sodded to control erosion and sediment loss. The contractor shall use erosion control mat or equivalent provisions to stabilize slopes and minimize soil erosion until the vegetation is well established. The vegetative layer shall be maintained until established. The contractor shall repair any erosion at their cost until the vegetation is well established.

2.14 LEACHATE AND STORMWATER RUNOFF CONTROL

The scope of services pertaining to this task includes:

- The contractor shall construct stormwater diversion berms and let down structures to divert all stormwater from adjacent areas around the mining area (refer to Attachment 1-Mining Excavation Plan).

- The contractor shall construct berm(s) to divert stormwater from running on to the exposed waste surface(s). The stormwater that contacts waste shall be managed as leachate. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials. The contractor shall construct berms to prevent mixing of leachate with stormwater runoff and keep the excavation area free of standing water with pumps, hoses, and other necessary equipment.

- The contractor should transport leachate generated to the leachate storage ponds located south of the Section 4. WSD must be notified prior to any discharging of leachate into the designated storage ponds. The method of leachate transportation between the mining area and the leachate storage ponds is up to the contractor; however, the contractor would be responsible for the cleanup of any leachate spills.

- The contractor shall ensure that soil (native or reclaimed) is not transported to the leachate storage ponds along with leachate. The contractor shall be responsible for cleanup of the leachate storage ponds and damage to pump and aerator (installed at the ponds) caused by excessive soil transported to the pond along with the leachate from the mining area.

- The WSD will bear the cost of management of the leachate once pumped/transported to the leachate storage ponds.

- The contractor shall prevent the transportation of soil (native or reclaimed) to stormwater ponds along with stormwater. The contractor shall be responsible for cleanup of stormwater ponds and damage to pumps (installed at the ponds) caused by soil transported to the pond along with stormwater from the mining area. The contractor shall be responsible for restoring and/or removing silt from drainage media layer of the pond per its design in the event its performance is compromised because of blinding of the drainage media or a change in grades.

- All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.15 ODOR CONTROL

The contractor shall implement measures such as application of soil cover on working face or spraying of odor masking agents to control odor originating from the excavated waste. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.16 DUST CONTROL

The contractor shall implement methods to control dust. Stormwater can be used for controlling dust during landfill mining operations and is available onsite at a storm water pond located at the southwest stormwater pond. The contractor will use their own equipment to pump and haul water to the job site as required.

2.17 LITTER CONTROL

The contractor shall implement measures to control blowing litter resulting from the mining operations, which may include but not be limited to the application of cover soil at the end of the working day, wind screens, and fences. The contractor shall be responsible for implementing, monitoring, and repairing litter control devices as needed to minimize blowing litter. All control measures shall be routinely inspected. The contractor shall begin repair to damaged control measures within 24 hours of discovery of the damage.

2.18 Waste Excavation and Transport (without screening)

Because of wet conditions or other unforeseen events, the WSD may decide the suspend waste screening and consider direct transportation and disposal in the active cell. If directed by the WSD's on-site supervisor, the contractor shall temporarily or permanently suspend waste screening and transport the excavated waste directly to the active lined cell. The contractor shall not be compensated for waste screening in the event that the excavated waste is directly transported without screening to the active cell.

2.19 Waste Placement and Compaction in Active Cell

The contractor shall place and compact the screened waste from the mining area in the active cell upon a written authorization from the WSD. The contractor shall comply with site operating procedures associated with waste placement and compaction. The WSD is seeking bid for this task as a contingency only. The contractor shall not be compensated for this task unless specifically authorized in writing to proceed with this task.

3.0 HEALTH AND SAFETY

The contractor's responsibility pertaining to health and safety include as a minimum:

- Contractor is responsible for following the general safety rules as listed in the Perdido Landfill permitted operations plan at all times while on site. A copy of the operations plan may be obtained from the WSD.

- Contractor shall prepare a site-specific health and safety plan (HASP) for the project that must be followed by the contractor and its temporary workers and subconsultants (if applicable). If the contractor is not capable of preparing a HASP, the contractor shall employ consultants with appropriate capabilities. Contractor is solely responsible for adequacy of HASP's preparation and implementation for its employees. At a minimum, contractor shall comply with all the HASP requirements of the current Florida Department of Environmental Protection (FDEP) permit for the landfill. A copy of the permit can be obtained from WSD.

- Contractor shall ensure personnel comply with basic provisions of OSHA Safety and Health Standards 29 CFR 1910, General Construction Standards 29 CFR 1926, and all state of Florida requirements. Contractor personnel (site supervisor and the operator(s) performing excavation) shall have current 40-hour HAZWOPER certification per 29 CFR 1910.

- Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs. Contractor must take necessary safety precautions for project site employees as well as other persons and organizations that may be affected by project activities. Contractor's responsibility shall continue until engineer has issued notice to contractor that work is complete.

- Contractor shall submit copies of HASP to WSD within 10 days of receiving the notice to proceed for informational purposes and to aid in WSD's compliance with the contractor's HASP. Work on-site shall not proceed until HASP has been submitted to WSD. Submittal of contractor's HASP shall neither impose on the engineer the responsibility for adequacy of HASP nor relieve contractor from full responsibility for HASP implementation.

- Contractor shall conduct orientation of all subcontractors and others that will be onsite during the project including WSD staff and engineer before construction activities commence.

- Contractor shall conduct daily safety meetings to discuss changing working conditions, problems encountered, personal protective equipment, etc.

- All personnel are required to be in personal protection equipment Level "D" at a minimum. The contractor must supply all personal protection equipment and enforce the wearing of the personal protection equipment. This will include at a minimum the following items:

    - Coveralls
    - Steel-toed and steel-shank boots
    - Hard hat
    - Safety glasses
    - Rubber gloves shall be used when handling waste materials

- This listing is not intended to limit the level of personal protection equipment that the contractor uses. If an upgrade of personal protection equipment and clothing to Protection Level A, B, or C is required, contractor shall notify the WSD and evacuate the mining site. The WSD's emergency response team will complete the work requiring such protection and procedures.

- Contractor shall be capable of safely exiting the site in the event that potentially hazardous or unsafe conditions are encountered.

- Contractor shall conduct mining operation (waste excavation and screening) in adequate lighting condition. Contractor shall not conduct mining operation during rain events and comply with County's operating procedures during adverse weather conditions.

- Screened waste and reclaimed soil are to be delivered to the Class- I landfill area throughout the project. Contractor's vehicles transporting this material could encounter intermittent congested traffic conditions at the Class-I landfill. For safety considerations Contractor personnel i.e. dump truck drivers, must have radio communications with Class-I landfill personnel.

4.0 OTHER RESPONSIBILITIES AND CONSTRAINTS TO CONTRACTOR

Other responsibilities and constraints of the project and the project contractor include:

- The contractor shall be responsible for the mobilization and demobilization of equipment throughout the project due to changes in the mining strategy to accommodate the site's operation needs. No additional mobilization or demobilization costs shall be added to the contract.

- Contractor shall submit a construction activity schedule along with an excavation and mining sequence plan, leachate and stormwater management plan, dust and litter control plan, and HASP to the WSD and their engineer within 10 days of the notice to proceed for approval prior to commencement of landfill mining activities.

- Two weeks' notice must be provided to WSD and engineer prior to the start of construction.

- The contractor shall meet with the WSD project manager and staff at Perdido Landfill weekly to discuss project related issues including, but not limited to, the work progress, field observation, and problems.

- Gas collection system devices (well heads, below-ground header pipe, condensate sump etc.) will be encountered during the final cover soil and waste excavation. The contractor shall dismantle/decommission these devices when encountered. The contractor shall cap headers or laterals, when needed, to minimize air intrusion into the gas collection system. Further details on the gas collection system layout can be obtained from the WSD.

- Unless otherwise stated in the RFP, the contractor shall comply with all the requirements of the current FDEP permit for the landfill. A copy of the permit can be obtained from WSD.

- Mining operation shall occur during the working days and hours of the facility operations (Monday to Saturday 5:00 AM to 5:00 PM). No work will be conducted on site by the Contractor beyond the operating hours of the landfill, or any time of the day on Sundays and legal holidays without obtaining written permission from the WSD. The WSD may revoke such permission at any time. Emergency work may be done without prior permission. However, the contractor shall notify the WSD of emergency events within one (1) hour of the emergency event.

- The contractor should protect existing site features including liner and groundwater and gas monitoring wells. Damaged site features will be repaired at contractor's expense. If marked corners and monuments are damaged by the contractor or contractor's subcontractor or supplier, contractor shall repair or replace the damaged features and document repair under

the supervision of Registered Professional Land Surveyor (LS) licensed in the State of Florida, employed by or subcontracted to contractor. Contractor shall protect any adjacent property from damage due to dewatering operations.

- The contractor shall immediately report any incidents of accidents, spills, releases, discovery or excavation of drums, potentially hazardous substances, and other related incidents to the WSD and its Engineer.

- The contractor shall confine the mining operations (screening, waste sorting etc.) within the boundaries of the unlined cells.

- The contractor shall not impact existing landfill operations, and coordinate all activities related to this project with the landfill operator to minimize conflicts and delays. Contractor shall conduct operations to avoid inconvenience to owner, other contractors, general public, and operation, maintenance and monitoring of the landfill site.

- The contractor shall provide the WSD the expected storage requirements for this project. The WSD shall designate the storage and processing areas for the project. Contractor may store equipment and materials on the premises in areas approved by the WSD at no charge to the contractor. If additional storage area is needed, it shall be obtained and paid for at no additional cost to the WSD. Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on the site. Contractor shall coordinate material delivery and stockpiling with WSD.

- The contractor shall always keep driveways and entrances serving premises clear and available to WSD and their staff . These areas will not be used for parking or storage of materials or equipment.

- The contractor assumes full responsibility for protection and safe keeping of material and equipment stored on site.

- The contractor will have communications equipment like telephones, cell phones, and equipment to communicate with WSD personnel and the landfill operator at all times and shall provide the contact numbers of its personnel to the WSD before the start of the project.

- Should the Contractor be found to have failed to perform his services in a manner satisfactory to the WSD, the WSD may terminate the contract immediately. The WSD shall be sole judge of non-performance.

5.0 FACILITY INFORMATION & SITE DESCRIPTION

The Escambia County Waste Services Department (WSD) owns and operates the Perdido Landfill located at 13009 Beulah Road in Cantonment, Florida, approximately 20 miles northwest of downtown Pensacola (see Attachment 1). The site covers approximately 557 acres, north of Nine Mile Road. The facility serves the residents of Escambia County and has been accepting residential, commercial and industrial waste for disposal since 1980.

The site contains closed and active Class-I and Class-III landfill areas, and other related waste management operations and facilities. From 1981 through part of 1990, Class I waste was disposed into approximately 45 acres of unlined landfill cells using a trench-and-fill disposal method. Construction and demolition (C&D) debris was later disposed of in some portions of the unlined area. Several lined landfill cells (Section 1, 2A, 2B, 3A, 3B, 3C, and 4) were constructed contiguous to the unlined landfill area. Figure 2 in Attachment A presents a plan

view of the site with individual cells delineated. Waste is currently being placed in Section 3C/Section 4. The WSD intends to mine (or reclaim) the unlined cells and use the reclaimed land for future lined landfill cell(s) construction to meet the Escambia County's future waste disposal needs. The Site Plan in Attachment 1 depicts the location of the unlined cells and the limits of the lined cells. The Mining Excavation Plan presents the existing grades and limit of excavation for Phase II mining.

The landfill gas from unlined cells is collected via a number of vertical wells and below-grade high density polyethylene (HOPE) piping that connects the well field to the blower and flare station.

5.1 LANDFILL MINING: HISTORICAL INVESTIGATION AT PERDIDO LANDFILL

The WSD has taken a phased approach in the past few years to explore the idea of mining the waste and soil from its unlined landfill cells with the idea of lining the mined area for future waste disposal. In the first phase, a desktop economic and technical feasibility analysis was conducted. In the second phase, the WSD advanced 39 boreholes and excavated and screened waste from eight test pits to collect site-specific waste composition data and verify the bottom elevation of the unlined cells. The preliminary economic feasibility analysis was updated based on the data collected in the second phase. The key lessons WSD learned from the first two phases of its evaluation are summarized as follows:

- The data gathered with the advancement of 39 boreholes indicated that the topographic data available for the unlined cell bottom that were used for the estimation of waste volume contained in the unlined cells are representative of the true landfill bottom (borehole locations are presented in Attachment 3). Estimates indicated that approximately 1.5 million cubic yards of material in the unlined cells (final cover soil and waste) can be mined without any substantial mining of the Class Ill waste that is deposited over a portion of the unlined cells.

- The thickness of final cover soil was assessed at the 39 borehole locations. The final cover soil thickness at the site ranges from approximately 0.5 ft to 13 ft and comprises approximately 30% of the total volume of the material that will be excavated from the unlined landfill cells.

- The soil fraction of the excavated material (consisting of soil and MSW) was estimated to be 24% of the volume (60% by weight) of the material excavated from the unlined cells (this excludes the final cover fraction). This volume of soil also does not include the soil contained in the berms that separate the trenches of waste in the lower portion of the unlined cells.

- Leachate seepage was observed in two of eight test pits, suggesting that leachate seepage control may be an operational issue during full-scale mining. *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

- Waste screening evaluation suggested that a screen with an opening size between 1 inch and 3 inches would result in optimum segregation of soil from the excavated waste material.

- Either a shaker screen (with vibrating fingers) or a trommel screen should be used for waste screening. The screener should be able to provide sufficient contact time between the material and the screen for efficient soil separation. A mesh- type screen that was used for waste screening during the test pit excavation was found to clog over time. Punch-plate trommel screen was found to be more effective and efficient in screening waste than a shaker screen during the previous mining activities at the site.

- In the third phase of its full-scale mining feasibility assessment, the ~~ECS~~WSD conducted a pilot-scale landfill mining project to confirm some of the findings of the previous investigations and to further evaluate site- and project-specific operational issues. The waste excavation, screening, and transportation activities for the pilot project were performed by Aero Training & Rental, Inc. (Destin, Florida) between early June 2008 and mid-November 2008. Approximately 46,000 cubic yards of waste was excavated from a 3-acre section of unlined landfill cells located east of Section 3C as shown in Figure 3 (Attachment A). The findings of the pilot-scale project are summarized as follows:

- Soil constitutes approximately 60% (by volume) of the excavated material (this figure excludes the final cover soil that was initially removed before excavation).

- The trommel screen was more efficient in separating soil from the waste than the shaker screen. The material screening rate achieved with the trommel was greater than that of the shaker screen.

- No hazardous waste or asbestos-containing material was encountered during the pilot-scale project.

- Wetting of the waste from rainfall negatively impacted screen performance and hindered movement of dump trucks in and out of the mining area.

- Waste screening was determined to be the rate limiting step of the project.

- Waste shredding before screening did not result in significant increase in soil separation efficiency.

6.0 COMPANY EXPERIENCE AND FINANCIAL CAPACITY

- Proposer shall provide information to demonstrate their firm's qualifications and ability to provide the scope of services described in this RFP. Information regarding:
  - Parent companies
  - Affiliates, subsidiaries
  - Subcontractors which would assist in performing the scope of services shall be included in this section.
- Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the Submitter's bonding capacity and bonding rate.

- Annual dollar workload listed for each of the last six (6) years inclusive of projects per year:

2018 # projects_____$_____
2017 # projects_____$_____
2016 # projects_____$_____
2015 # projects_____$_____
2014 # projects_____$_____
2013 # projects_____$_____

Specifically identify those projects that are of a similar nature.

- List projects for which firm is currently committed including:
  - Name & location of each project

- Time frame to complete each project
- Construction cost of each project
- Type of project

6.1 SIMILAR PROJECT EXPERIENCE

This section shall include the following information for each of the projects of similar complexity (MSW excavation, soil excavation, MSW screening, soil screening, stormwater control, asbestos containing material handling) completed by the firm within the past 6 years:

- Project name
- Project location
- Project owner
- Project scope
- Your role (Prime, Joint Venture, or Subcontractor) and work your company self-performed
- Construction cost
- Extent and type of work you subcontracted out
- Dates construction began and completed
- Were you terminated or assessed liquidated damages? (If yes, attach an explanation)

6.2 PROJECT UNDERSTANDING AND IMPLEMENTATION METHODOLOGY

Proposer shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule. Proposers shall provide a comprehensive narrative statement that sets out the management plan and methodology they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule. Include major tasks and sub-tasks that will address the following (please refer Part IV of the RFP for detailed scope of work and Part V for facility information):

- A project organization chart showing Project Manager, Site Superintendent and other key personnel proposed to work on this project, and their related experience;
- Proposed final cover and waste excavation techniques and equipment to be used;
- Proposed identification and separation techniques for whole tires, white goods, and other wastes prohibited from disposal in landfill and equipment to be used;
- Proposed asbestos containing material (ACM) identification and regulated ACM handling techniques.
- Proposed screening equipment to be used;
- Proposed methods to minimize leachate generation and control stormwater; *Leachate* is defined as liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.
- Proposed methods for control of odor, dust, and litter.
- Proposed equipment storage requirements;
- Proposed contingency procedures to be followed for emergencies such as discovery of drums or hazardous substances, spills, releases or discharges of petroleum products or hazardous substances, control of fires or smoke during excavation operations.
- Project implementation schedule

6.3 TEAM QUALIFICATIONS

This section shall include the following information:

- A narrative description of the organization of the project team.
- A list of sub-contractors(s) that the contractor is planning to contract for the project.
- An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; such personnel should include, but are not limited to, the Project Manager, On- site Manager (Superintendent), and other key personnel; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. For each of the personnel who will work on the project, provide the following information:
    - Individual's name and title
    - Individual's assignment on this project and the number of estimated hours for each individual
    - Years of experience:
    - With this firm
    - With other firms
    - Education
    - Current Certification(s) / Registration(s) and state(s) in which held
    - A description of specific experience and qualifications relevant to this project
    - Resume (optional)
    - A statement committing to the assignment of these proposed persons to the project if firm is selected.

6.4 REFERENCES FROM PAST PROJECT OWNERS

Proposer shall include references from owners of past 3 projects with cost over $1 million with specific mention of firm's ability to meet schedule and ability to complete project within the budget, and the following information for reference:

- Name of Project
- Location of Project
- Owner of Project
- General Scope of Project
- Your Role (Prime, Joint Venture, or Subcontractor) and work your company self-performed
- Construction Cost
- Extent and Type of Work you Subcontracted Out
- Dates of Construction:
    - Began
    - Completed
    - Your Performance Evaluation by Owner, if known
    - Were You Terminated or Assessed Liquidated Damages? (If yes, attach an explanation)
    - Owner's Point of Contact for Reference
    - Name
    - Company
    - Phone Number
    - Fax Number
    - Email Address

6.5 APPENDIX A (OPTIONAL)

Proposer can include any other additional, pertinent details to describe the proposer technical

capabilities.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County legal department for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created:
Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other: _____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address: _____
Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land) (Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Contract must be signed by the President or Vice-President. Any other officer must have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)
(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
Submitter's Signature

_____
Date

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.co.escambia.fl.us/purchasing
Click on ON-LINE SOLICITATIONS

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment

21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Service

SPECIAL TERMS AND CONDITIONS

INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowner and hired automobiles and employee nonowner ship use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Lawrence A. Gordon
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested. For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

- BUILDERS RISK COVERAGE
  Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

  The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

- POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE
  Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum conditions which shall be met by all Contractors and subcontractors performing work for Escambia County. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in County contract documents. Reported or observed violations of OSHA (29 CFR 1910 or 1926) and other regulations shall be brought to the attention of the County project manager and County Safety Office and shall be immediately corrected by the Contractor. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable

protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a controlled construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the

appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: ATHIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY, and other general safety warning signs, i.e., AHARD HAT AREA, as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during A off@ hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County Safety Office and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised. A set of these construction plans, with a signature of

approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County Safety Office. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction

debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior approval from the project manager or County Safety Office shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior approval for use of these metals shall be obtained by the Contractor from the project manager.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County Safety Office for review.

(16) The County maintains programs for the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager or the County Safety Office.

(17) The above-cited guidelines represent minimum expectations and actions which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager or County Safety Office.

Public Notice of Recommended Award									
Bid Tabulation	Solicitation Number: PD 18-19.107 **Solicitation Name:** Landfill Mining								
Bid Opening Time: 1:00 PM **Bid Opening Date:** 2/14/2020 **Bid Opening Location:** Rm11.304 **Name of Bidder{s}**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge - ment of Addenda	Sworn Statement Pursuant to Section 287.133{3}(a),FL Status on Entity Crimes	Grand Total
Panhandle Grading and Paving		y	y	y	y	y	y	y	$8,561,600.00
Thalle Construction Co.		y	y	y	y	y	y	y	$7,612,711.00
Peed Brothers		Y	Y	y	y	y	y	y	$ 8,548,579.20
Bids Opened By:	Lawrence Gordon			**Date:**	2/14/2020	**Status:**			
Bids Tabulated By:	Lawrence Gordon			**Date:**	2/14/2020	UNDER REVIEW			
Bids Witnessed By:	Jeff Lovingood			**Date:**	2/14/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designeerecommends to the BOCC: To award a contract to: Under Review

Pursuant to Section 119.07{3}{M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 2/19/20

Form Completed By: LAG

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION, OFFER AND PROPOSAL FORM — **ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:
Lawrence A. Gordon
Purchasing Specalist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4987

Request For Proposal
Landfill Mining, Perdido Landfill Phase 2
Specification Number 18-19.107

Solicitation

MAILING DATE: November 18, 2019
PRE-SOLICITATION CONFERENCE: A **Non-Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at November 26, 2019 at 2:00 pm CDT. **OFFERS WILL BE RECEIVED UNTIL:** 2:00 pm CDT, Thursday , December 11 , 2019 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
13-1734206

Work will start 10 **days after receipt of purchase order**

Terms of Payment
Monthly

Reason for No Offer
n/a

Vendor Name: Thalle Construction Co., Inc.
Address: 900 NC 86 North
City, ST. & Zip: Hillsborough, NC 27278
Phone: (919) 245-1490
Toll Free: (919) 245-1490
Fax: (919) 245-1516

Bond Attached:
$ 5%

Stephen Kohler, President / COO
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

** Failure to execute this Form binding the offer shall result in the Proposal being rejected as non-responsive.*

Proposal Form

Proposal Pricing $ 7,612,711.00

Comments:

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Perdido Landfill, Phase 2, Landfill Mining

Bid Number: PD 18-19.107

Opening Date: November 19, 2019

Purchasing Agent: Lawrence A. Gordon

Client Department: **Waste Services** Dept. Director/Designee: Patrick T. Johnson

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: 401, Solid Waste Fund

Cost Center: 230315, Projects

Object Code: 56301, Improvements other than buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **✓ Yes** **No**
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

$7,612,711.00 Unit Price Extensions Checked by:

(Signature) Lawrence A. Gordon (Date) 2/24/2020
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes, X No Client Department __Yes X No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Patrick T. Johnson
(Signature)
Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

THALLE CONSTRUCTION COMPANY, INC.

FOR

PD 18-19.107, LANDFILL MINING, PERDIDO LANDFILL PHASE 2

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

Figure 1 Site Location Map
Figure 2 Site Layout
Figure 3 Approximate Base Grades of Unlined Cells
Figure 4 Proposed Grading Plan Exhibit I/Technical Specifications

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THALLE CONSTRUCTION COMPANY, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Thalle Construction Company, Inc., a North Carolina corporation for profit, to perform all work ("Work") in connection with Landfill Mining, Perdido Landfill Phase 2 ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Seven Million, Six Hundred Twelve Thousand, Seven Hundred Eleven Dollars

$7,612,711.00

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **Five Hundred Fifty (550)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Five Hundred Eighty (580)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Waste Services
13009 Beulah Road
Cantonment, Florida 32533
Attention: Pat Johnson

B. All correspondence with the Contractor will be addressed to the following:

Thalle Construction Co. Inc.
900 NC 86 North
Hillsborough, NC 27278
Attention: Stephen Kohler, President/COO

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Thalle Construction Co., Inc. signing by and through its President, duly authorized to execute same.

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

Witness: _____ By: _____

County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Thalle Construction, Co., Inc., a North Carolina Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit three (3) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses (Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17605 **County Administrator's Report 14. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Jim C. Bailey Middle School, "Florida Science Olympiad"
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for Jim C. Bailey Middle School, "Florida Science Olympiad"- Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $2,000 to Jim C. Bailey Middle School for the "Florida Science Olympiad", on March 21, 2020, in Gainesville, Florida, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

BACKGROUND:

Bailey Middle School is going to the Florida Science Olympiad for the 8th consecutive time. These funds will help defer transportation, hotel and other costs associated with sending 18 students to the State Science Olympiad in Gainesville, Florida, on March 21, 2020.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Bailey Middle School, to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17621 **County Administrator's Report 14. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/05/2020
Issue: Strategic Organizational Assessment of County Procurement Processes
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Strategic Organizational Assessment of County Procurement Processes - J. Taylor "Chips" Kirschenfeld, Interim Assistant County Administrator

That the Board take the following action concerning a Strategic Organizational Assessment of County Procurement Processes:

A. Approve the County Administrator's recommendation for Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes;

B. Approve an administrative waiver of the requirement for competitive solicitation and allow approval of professional consulting services upon the recommendation of the Administrator, as per Section 46-96(c) of the Escambia County Code of Ordinances; and

C. Authorize the County Administrator to sign a Contract with Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes, not to exceed $165,000.

[Funding: Fund 001, General Fund; Cost Center 110201, BCC Non-Departmental]

BACKGROUND:

Escambia County's Purchasing Department is experiencing a heavy workload, they are having difficulty attracting and retaining experienced staff, and they are challenged to maintain timeliness with the incoming requests for procurement services from other County Departments. As a result, the Purchasing Department's increased workload and backlog of services is slowing down the desired timeline for many County projects. This proposed Strategic Organizational Assessment of County Procurement Processes will provide a complete analysis of procurement operations, policies and procedures, staff resources, eProcurement technology, Pcard systems, and Small Business and Minority/Woman-Owned Business programs. The findings of the Assessment will lead to the development of recommendations and a plan for implementation.

BUDGETARY IMPACT:

Fund 001, General Fund; Cost Center 110201, BCC Non-Departmental

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review and approve the Contract prior to execution.

PERSONNEL:

No additional impact to personnel with the Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8

IMPLEMENTATION/COORDINATION:

County Administration will manage this Contract.

Attachments

Procurement Assessment Statement of Work

Procurement Memorandum

STATEMENT OF WORK

BETWEEN ACCENTURE AND ESCAMBIA COUNTY

This Statement of Work ("SOW") is entered into as of March 2, 2020 (the "Effective Date"). This SOW is subject to the terms of the Master Services Agreement (the "MSA") dated March 2, 2020 between Escambia County ("Client") and Accenture LLP ("Accenture"). All capitalized terms used in this SOW have the meanings defined in this document or otherwise, if undefined, shall have the meanings set forth in the MSA. In the event of an inconsistency between this SOW and the MSA, this SOW shall govern.

1 PROJECT DESCRIPTION

Client's Purchasing Department is reported as not functioning effectively, thereby causing delays and issues for the county departments that depend on it. This includes long delays and numerous errors in its solicitation process. Client is seeking an assessment of its procurement processes and functions to better understand its specific issues and problems in order to develop recommendations for improvement.

This SOW is for Accenture to conduct a 4-week assessment of Client's procurement function against leading practices within public procurement organizations across the people, process, and technology dimensions to identify opportunities for improvement ("Purpose"). The parties will work towards the Purpose in a collaborative manner through the Mobilization, Current State Assessment and Final Report Phases.

2 DEFINITIONS

2.1 **"Activities"** shall mean actions or tasks the parties may perform collaboratively or individually to achieve a significant Outcomes.

2.2 **"Outcomes"** shall mean the results of the Activities being performed.

2.3 **"Outputs"** shall mean tangible or documented Outcomes.

2.4 **"Interim"** or **"Draft"** Deliverables shall mean iterations of the Deliverables prior to final delivery of the Deliverables.

2.5 **"Final Deliverables"** shall mean Deliverables indicated by Accenture to be final and which are subject to the acceptance process.

3 ANTICIPATED PROJECT APPROACH

The anticipated Activities, Outcomes and Deliverables under each Phase are described below:

3.1 ACTIVITIES AND OUTCOMES

Phase	Accenture Activities	Client Activities	Outcomes
1 - Mobilization	• Gather and review initially requested information • Review and finalize workplan and logistics • Finalize Stakeholder Map • Schedule interviews & workshop with identified customers and Purchasing staff	• Provide sponsorship for initiative and assist with project direction • Participate in kick off session to decide on logistics decisions and stakeholder mapping • Respond to data request or other information gathering techniques	• Final Project Scope • Stakeholder Map • Interview Schedule

Phase	Accenture Activities	Client Activities	Outcomes
2 - Current State Assessment	• Conduct interviews with targeted customers and Purchasing leadership • Conduct a workshop with representative Purchasing staff to understand as-is processes • Review procurement technology • Summarize current procurement process, organization, and technology landscape, and identify challenges and opportunities • Use the Accenture Procurement Assessment model to determine maturity of Client's procurement function versus leading practices.	• Provide relevant reports and documentation • Participate in stakeholder interviews and focus groups, as needed • Respond to data request or other information gathering techniques • Shape and review findings and provide feedback	• Capability Maturity Assessment • Voice of the Customer Summary • Opportunities and Challenges
3 - Final Report	• Develop a future strategic roadmap inclusive of opportunity prioritization and implementation considerations	• Shape and review findings and provide feedback	• Findings • Recommendations • Roadmap for initiatives and implementation considerations

3.2 DELIVERABLES

Name	Description	Final Delivery Date
Current State Report	• Summary of current state findings from interviews, workshop, data collection • View of the Client's Procurement Maturity Assessment • List of organizational challenges and opportunities	End of Week 3
Transformation Roadmap	• Summary of findings and recommendations • Road map of prioritized initiatives (Not intended to be a detailed transition plan • Implementation considerations (e.g. change management, communication approach)	End of Week 4

4 STREAMLINED CHANGE CONTROL PROCESS

The parties recognize that there will be changes to the SOW throughout this project. Notwithstanding (Note: refer to change order section) of Agreement, Changes to Activities, Outcomes/Outputs, or Interim Deliverables, and/or minor changes to Scope such as timeline, ("In-scope Changes") may be mutually agreed-upon at any point and confirmed in writing, including by e-mail, by the parties' project managers.

For changes beyond In-scope Changes, including changes to pricing or material changes to Accenture's scope of Services, the Accenture Engagement Director or the Client Project Manager will deliver a written request to the other of them in the form of Attachment A, "Change Order Form," attached hereto, and may be communicated by e-mail, specifying in reasonable detail, the material change and impacts to timeline

and pricing, if applicable. Upon written approval from the non-requesting party, the requested change will be deemed incorporated into the SOW.

5 SIGN-OFF/ACCEPTANCE

5.1 Interim Deliverables. Draft Deliverables may be shared for review by Client stakeholders prior to final delivery date. Draft Deliverables will not be subject to Acceptance process in the Agreement, however, Client may elect to sign-off and accept Draft Deliverables as having materially conformed to the applicable agreed upon requirements.

5.2 Acceptance. Final Deliverables presented by Accenture for acceptance will be reviewed by Client within the review period of two (2) business days. This may require Client collaboration for certain Activities related to the Final Deliverable. If notice of material nonconformities is not provided within the review period, the Final Deliverable shall be deemed accepted.

6 PERSONNEL

Client Role	Name
Project Lead	Chips Kirschenfeld
Project Manager	TBD

Accenture Role	Name
Engagement Director (Project Lead)	Jim Bard
Project Manager	Marco Fornara
Procurement Consultant	TBD

7 ADDITIONAL RESPONSIBILITIES

In addition to the responsibilities described above and as set forth in the Agreement, the parties will also perform the following additional responsibilities (together, "Responsibilities") below for the project. Any changes to the Responsibilities or Assumptions will affect scope, timeline and fees.

7.1 Client will provide information, materials, or access to systems, resources, or other information which Accenture will require to begin initial activities at the start of the project.

7.2 Each party will identify a project lead to oversee project progress. Client's project lead will have authority to provide sign-off on all Deliverables.

7.3 Client will provide timely and consistent participation in meetings and all decisions to be made will be made reasonably promptly.

7.4 Client will frequently provide consolidated written feedback from its relevant stakeholders.

7.5 Client will be responsible for its use of the Deliverables, and Client understands and agrees that it will be responsible for determining (a) whether the finalized Deliverables provided by Accenture, including any revised business processes implemented pursuant to this SOW, meet Client's business requirements; b) and if any how it will implement any recommendations by Accenture.

7.6 Client will be responsible for (a) Client's compliance with all applicable federal, state and local laws and regulations, and (b) obtaining all necessary consents from third parties, including any necessary third-party rights to use software, that are required for Accenture to perform its obligations under this SOW.

7.7 Client will be responsible for the performance of other contractors or vendors engaged by Client in connection with the Project, even if Accenture has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.

8 ASSUMPTIONS

8.1 APPROACH ASSUMPTIONS

8.1.1. Accenture's performance under this SOW depends on active and consistent collaboration by Client during each Phase in accordance with the Project Approach and Estimated Project Timeline.

8.1.2. Client will provide the following information (if available) to Accenture in advance of the project start date

1. Purchasing Organization Chart with names, titles, and responsibilities
2. Purchasing Handbook or Manual
3. Listing of all Formal and Informal procurements managed by Purchasing for past two years
4. Accounts Payable data showing all payments to vendors by Department, by category, by vendor for past 2 fiscal years
5. Listing of all active vendor contracts, with name of vendor, start and end date of contract, and number of remaining extensions / renewals
6. P-Card spend data showing all payments by Department, by category, by merchant for past two fiscal years
7. Current Procurement Scorecard with Key Performance Indicators, Target Thresholds, and Actual Performance for past 24 months
8. Procurement Technology Map, showing all applications / tools in use or planned (e.g., Analytics, Sourcing, Buying, Contract Management, Supplier Relationship Management, Document Management)

8.1.3 Accenture will conduct up to 4 interviews with Purchasing's customers during Week 2 to understand their role in the purchasing process, their perspective of Purchasing's performance, and opportunities for improvement.

8.1.4 Accenture will conduct 1 interview with Purchasing's leadership during Week 2 to understand the current purchasing process, their perspective of Purchasing's performance, and opportunities for improvement.

8.1.5 Accenture will conduct 2 four-hour workshops with Purchasing's staff during Week 2 and Week 3 to understand the current purchasing process, procurement tools, and opportunities for improvement.

8.1.6 Client will not provide any Personal Data to Accenture under this SOW.

8.1.7 Accenture will focus on the twenty-one (21) Procurement Sub-Capabilities shaded white in Figure 1. The seven (7) Procurement Sub-Capabilities shaded gray in Figure 1 will not be included in the scope of this SOW.

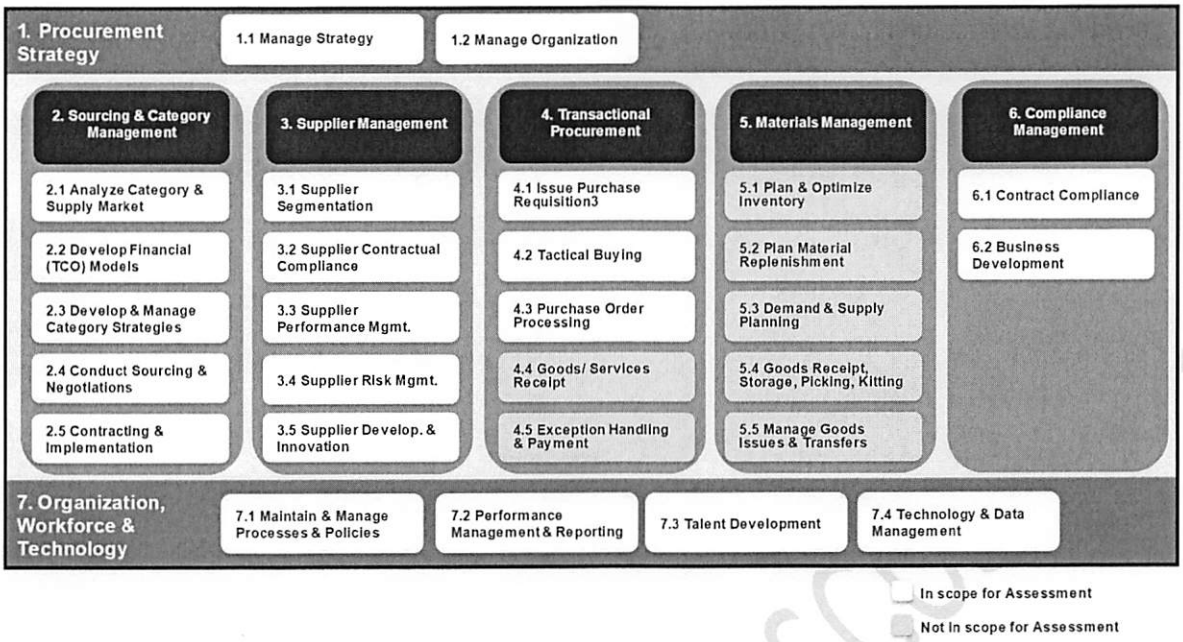

Figure 1 – Accenture's Procurement Logical Operating Model showing In-Scope and Out-Of-Scope Procurement Sub-Capabilities

9 PRICING

Accenture will perform the Services on a fixed fee basis. Based on the terms set forth in this SOW, Accenture's fees for its Services as defined above will be $165,000. Accenture will submit invoice to Client on last day of Project with payment terms of 30 days.

Accenture reserves the right to adjust the staffing plan as it deems appropriate based on project progress, but in no event will Accenture provide work in excess of the staffing plan in Section 6 or bill in excess of the Fees unless the parties mutually agree in writing to additional levels of staffing and fees.

10 ADDITIONAL TERMS

10.1 Notwithstanding anything to the contrary in the Agreement, only a Final Deliverable, and not an Interim Deliverable, will be considered under any applicable warranties or indemnities provided by Accenture under the Agreement.

10.2 Notwithstanding Section 5 of the MSA, all software, patents, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Accenture by Client under this Agreement ("Client IP") are and shall remain the sole and exclusive property of Client or its third party licensors and Client shall obtain any relevant consents and licenses necessary for Accenture to use Client IP to perform Services and provide Deliverables under this Agreement. Client hereby grants to Accenture, during the term of this Agreement, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use and permit Accenture's subcontractors to use the Client IP, solely for the purposes of providing the Services and Deliverables under this Agreement. Effective upon final payment, Accenture hereby grants to Client, subject to any restrictions applicable to any third party materials embodied in the Deliverables, a perpetual, worldwide, nontransferable, non-exclusive, irrevocable right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business

DRAFT - NOT FOR DISCLOSURE

only (excluding any Accenture IP, defined below, governed by separate license agreements signed by Client, if any). All intellectual property in the Deliverables remain in and/or are assigned to Accenture.

All other intellectual property: (a) of Accenture existing prior to the Services, (b) used in the Services (except Client IP), (c) developed by Accenture, or (d) licensed to Accenture by third parties and used in the Services, and (e) any enhancements or modifications to, or derivative works of, any intellectual property in categories (a)-(d), are the sole and exclusive property of Accenture ("Accenture IP"). Accenture IP embedded in Deliverables may not be used separately and no Accenture IP may be used beyond the license rights granted above. The Deliverables and Accenture IP are proprietary to Accenture and embody valuable intellectual property rights, which may include Accenture patents, copyrights, trade secrets, know-how and other proprietary rights. Client agrees to pay a license fee, if any, specified in the applicable SOW for the rights granted herein. Each party is otherwise free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Accenture is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Client Information. Within ten (10) business days of termination of this Agreement for any reason, Accenture will destroy or return any Client IP in Accenture's possession to Client (subject to retaining copies of any information required for its internal recordkeeping requirements). Third-party intellectual property, such as the licensing of third-party assets or third-party components, may require additional terms of usage, which will be addressed in a SOW where applicable.

10.3 Client's rights to use Deliverables include Accenture IP embedded in Deliverables. Accenture's rights to use Deliverables include Client IP embedded in Deliverables. Neither party may use IP of the other Party embedded in Deliverables separately from the Deliverables.

10.4 If Accenture's performance hereunder is terminated or suspended, all Deliverables (which includes in progress Deliverables) will be retained, and remain solely owned by Accenture. The foregoing shall not modify each party's ownership of all intellectual property and other proprietary rights associated with technology and processes that it owned before this SOW was entered into or that it develops outside of the activities performed under this SOW, and nothing contained herein shall limit or restrict Accenture's right to perform the same or similar services for its other clients, without use of (or reference to) any Client Confidential Information, in the course of other engagements. Deliverables shall not include any Client Confidential Information or other Client IP.

10.5 Client agrees, notwithstanding any provision to the contrary, that Accenture has the right to anonymize and aggregate Client data with other data and leverage anonymous learnings and insights regarding use of Accenture products and/or services (the anonymized data, "Accenture Insights Data" or "AID"), and that Accenture owns AID and may use AID for any business purpose during and after the term of this Agreement (e.g., to develop, provide,

ACCEPTED AND AGREED

Accenture LLP:	Escambia County
_____	_____
Signature	Signature
_____	_____
Printed or Typed Name	Printed or Typed Name
_____	_____
Title	Title

DRAFT-ONLY FOR DISCUSSION

DRAFT - ONLY FOR DISCUSSION

ATTACHMENT A

CHANGE ORDER FORM

Change Order to Statement of Work

Date Requested: _____ Change Order Number: _____

Requested By: _____

This Change Order is subject to all terms and conditions in the Agreement and SOW. The Change Order will be incorporated into the SOW upon mutual execution by the parties. The parties agree as follows:	
Change Order Summary:	
Effective Date	
Type of Change [Scope/Timeline/Pricing/etc.]	
Change Description	
Associated Professional Fees and Expenses	
Accenture LLP	Client
Print Name/Title _____ Signature _____ Date _____	Print Name/Title _____ Signature _____ Date _____

Draft for Discussion Only

MEMORANDUM

TO: Janice Gilley, County Administrator

FROM: Chips Kirschenfeld, Interim Assistant County Administrator

DATE: February 11, 2020

RE: Assessment of Procurement Processes

I have researched three potential entities who are capable of providing services to Escambia County in regards to an assessment of our County purchasing/procurement policies, procedures, practices and operations. This assessment will provide recommendations and best practices for efficient, expeditious, and effective procurement operations. The three entities are:

1 – Accenture Consulting – Atlanta, GA
2 – Civic Initiatives, LLC – Austin, TX
3 – NIGP: The Institute for Public Procurement – Herndon, VA

All three of these entities have the capabilities to provide this assessment task. I have reviewed the firms' levels of expertise and years of experience. I have checked references for work performed for other local and state governments. Accenture and Civic Initiatives could be procured utilizing existing Georgia and Florida state contracts, and NIGP could be procured as a 501(c)3 not-for-profit corporation.

My recommendation is to utilize Accenture because they have been successfully working with the State of Florida Department of Management Services for the past 16 years to provide MyFloridaMarketPlace eProcurement services and maintenance. Since Accenture was involved in the initial build and implementation of MyFloridaMarketPlace, I feel that their unique expertise and perspective would be invaluable as they recommend improvements to our County processes so that they will seamlessly align with the State's eProcurement system. Accenture has managed over 35,000 procurement sourcing contracts nationwide, and they are currently working with Miami-Dade County, the Florida Department of Financial Services, the Florida Department of Highway Safety & Motor Vehicles, and the Florida Office of Financial Regulation. Accenture's Tallahassee Office has been open since 1996.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17501 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/05/2020
Issue: Request for Subordination of the SHIP Mortgage at 519 North H Street
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Subordination of the State Housing Initiatives Partnership Mortgage at 519 North "H" Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the State Housing Initiatives Partnership (SHIP) Mortgage at 519 North "H" Street, as requested by Kimson Nobles:

A. Approve the Request for Subordination of the SHIP Mortgage at 519 North "H" Street, in the amount of $35,000, as requested by Kimson Nobles in order to allow the homeowner to refinance her first mortgage to obtain a lower interest rate;

B. Authorize the County Attorney's office to prepare a Subordination Agreement or loan modification as necessary to correct the scrivener's error regarding the loan term in the SHIP second mortgage; and

C. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and related documents required to complete this request, including actions that may be required of the County Attorney's Office.

[Funding: Not applicable]

BACKGROUND:

Kimson Nobles received $35,000 in State Housing Initiatives Partnership (SHIP) Program Principal Mortgage Reduction (PMR) assistance to purchase a new home in October 2008. The SHIP program placed a 0% interest second mortgage and note on the property (Exhibit I). The SHIP PMR strategy terms as provided in the 2008 SHIP Local Housing Assistance Plan (LHAP) state that the SHIP second mortgage term is 30 years or the term of the first mortgage, whichever is less (Exhibit II). The loan will depreciate to zero at this time provided that the borrower has not defaulted due to sale, transfer, rental, or other encumbrance of the property. However, Ms. Nobles' SHIP mortgage contains a scrivener's error in Section 2.08, which states that the SHIP loan must be repaid on a transfer or assignment after the first mortgage expiration, which is in conflict with the SHIP LHAP and requires correction.

On January 27, 2020, Ms. Nobles submitted correspondence (Exhibit III) to the Neighborhood Enterprise Division (NED) requesting that the SHIP second mortgage be subordinated so she can refinance and obtain a new first mortgage with Quicken Loans. The SHIP program policy is not to subordinate as is noted in the program loan documents. Ms. Nobles has provided the NED office with her proposed loan estimate and appraisal in order to review her request. The current appraised value of the property is $123,500, with the proposed new first mortgage loan amount being $75,007. The equity in the home is sufficient to provide a 89.07% cumulative loan to value ratio. The new monthly principal, interest, and escrow payment will be $688.49, which is slightly higher than the current $599.60 monthly payment; however, the new loan is a fixed loan term of 15 years. The new interest rate will be 3.65% fixed rate instead of the 6.15% on her current first mortgage, which will save Ms. Nobles money over the life of the loan. No funds will be received by Ms. Nobles at closing and any closing costs will be covered by the applicant. The homeowner has complied with all SHIP program requirements to date and the proposed loan is within affordability guidelines.

BUDGETARY IMPACT:

No impact to the SHIP program if the Board approves this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, a closing disclosure must be provided by the homeowner before closing. Legal will review and approve a Subordination Agreement and/or mortgage modification as necessary.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current SHIP policy is not to subordinate liens or mortgages. Any deviation from policy requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, Neighborhood Enterprise Division (NED) will coordinate paperwork with the County Attorney's office and the homeowner as needed.

Attachments

Ex I-SHIP Loan Docs-519 N H St

Ex II-SHIP LHAP Excerpt PMR Strategy

Ex III-Nobles Subordinationn Request

EXHIBIT I

Recorded in Public Records 10/31/2008 at 08:20 AM OR Book 6392 Page 761, Instrument #2008081531, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00 MTG Stamps $122.50

(4) Rec. 44.00
Int. Exempt. Docs. 122.50

Prepared by:
Randy Wilkerson
Executive Director,
Neighborhood Enterprise Foundation, Inc.,
P.O. Box 1591, Pensacola, Florida 32597
(850) 458-0466

Section 199.183, F.S., Chapters 199 and 201
exempts SHIP 2nd Mortgages from the Intangible Taxes
Imposed by Part 11, CH. 199, F.S.

ESCAMBIA/PENSACOLA AFFORDABLE HOUSING INITIATIVE
NEW CONSTRUCTION - PMR
MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 30th day of October, 2008, between the Mortgagor **Kimson A. Nobles, a single woman,** (herein "Borrower"), and the Mortgagees, ESCAMBIA COUNTY, a political subdivision of the/State of Florida, and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage is 223 Palafox Street, P.O. Box 1591, Pensacola, Florida 32597, (hereafter "Lender").

WITNESSETH:

1.01 **PREMISES.** For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Thirty-Five Thousand Dollars ($35,000.00)** which Indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia County Affordable Housing Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. **LAND.** All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows: **519 North "H" Street, Pensacola, FL 32501**

SEE EXHIBIT "A"

B. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Home buyer (hereinafter sometimes referred to as "Appurtenances").

1.02 **WARRANTIES OF TITLE.** Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of **Peoples First Community Bank** in the amount of $79,324.00 and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 **INDEBTEDNESS.** This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by County to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions there under and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 **PAYMENT OF INDEBTEDNESS.** Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 **TAXES, LIENS AND OTHER CHARGES.**

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, materialmen, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by f ire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note,that Home buyer shall not directly or indirectly encumber, pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.06 SUBORDINATION.

A. The Mortgage shall not be subordinated under any circumstances.

B. To include any form of refinancing the loan or debt consolidation loan.

2.07 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.08 CONVEYANCE AFTER THE DATE HEREOF. Upon Borrower's conveyance, transfer, encumbrance, refinancing, or assignment of any or all of Borrower's interest in the property, the total amount of the PMR - Principal Mortgage Reduction shall become due and payable to the **SHIP Affordable Housing Trust Fund.** Lender may without further notice of demand on Borrower, invoke any remedies permitted by this instrument. If the Borrower's conveyance, transfer or assignment of any or all of the Borrower's interest in the property occurs after the original period the first mortgage (i.e. thirty years), then the total sum set forth in the note shall be due and payable by Borrower.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in the Escambia County's Hurricane Housing Recovery Program, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor of the Note(s) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising there from and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender., as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered
in the presence of:

Signature: Tina Clapper

Signature: Lara Shields

BORROWER:

Borrower's Signature: Kimson A. Nobles

Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of October, 2008, by Kimson A. Nobles, a single woman, who (is/are personally known to me has/have produced Drivers License as identification) and who did not take an oath.

(Notary Seal must be affixed)

NOTARY PUBLIC

Signature of Notary

LARA SHIELDS
Commission # DD 600847
EXPIRES: February 18, 2010
Bonded Thru Notary Public Underwriters

BK: 6392 PG: 765 Last Page

File Number: 08-101002

EXHIBIT "A"

The South 11.76 feet of the East 98 feet of Lot 14 and the East 98 feet of the North 22.66 feet of Lot 15, Block 78, West King Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

TO WHOM IT MAY CONCERN:

I/We, **Kimson A. Nobles, a single woman,** hereby acknowledge my/our participation in the Principal Mortgage Reduction Program (PMR). In doing so, I/We do hereby state my/our full understanding of the terms and conditions of my/our contract with PMR as executed by the Escambia County/City of Pensacola Partnership.

I /We understand that under the PMR guidelines, my/our home is to only be occupied by myself/ourselves and my/our family. I/We am/are further prohibited from renting, leasing any portion of this unit.

WITNESS:

Signature: **Tina Clapper**

BORROWER:

Borrower's Signature: **Kimson A. Nobles**

Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this **30th** day of **October, 2008**, by **Kimson A. Nobles**, who did/did not take an oath and who:

_____is/are personally known to me.
_x___produced current Florida driver's license as identification
_____produced current_____as identification.

Signature of Notary Public

(Notary Seal must be affixed)

LARA SHIELDS
Commission # DD 503847
EXPIRES: February 18, 2010
Bonded Thru Notary Public Underwriters

PROMISSORY NOTE

$35,000.00

Pensacola, Florida
October 30, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the **ESCAMBIA COUNTY (SHIP Affordable Housing Trust Fund)** a political subdivision of the State of Florida or assigns, or its duly authorized servicing Agent, the principal sum of **Thirty-Five Thousand Dollars ($35,000.00)** payable at 223 Palafox Street, P. 0. Box 1591, Pensacola, FL 32597, or other place as the holder may designate in writing. This Promissory Note is secured by a mortgage between the parties hereto and dated even herewith (the "mortgage"). The amount payable hereunder shall be paid as follows:

The total principal sum as set forth above shall be due and payable upon the default of any terms of obligations pursuant to the mortgage.

The total principal sum as set forth above shall be due and payable upon the sale, conveyance, transfer or assignment of any interest in the property referred to in the mortgage.

If the said sale, conveyance, transfer, encumbrance, refinance, or assignment of any interest in the property referred to in the mortgage occurs during the original period of the First Mortgage (i.e., thirty years), then the total loan amount shall become due. This note and the associated mortgage shall not be subordinated under any circumstances.

This note and all sums due hereunder shall not bear interest.

Each maker and endorser waives presentment, notice of dishonor, protest and other notices or demand in connection with the delivery, acceptance, performance, default, or enforcement of this note, and all other requirements necessary to hold each of them liable as makers or endorsers as applicable. Each maker and endorser further waives any "venue privilege" and/or "diversity of citizenship privilege" which they have not or have in the future, and do hereby specifically agree notwithstanding the provision of any state or federal law to the contrary, that the venue for the enforcement, construction or interpretation of this note shall be the County Court or Circuit Court selected by the holder hereof and they do hereby specifically waive the right to sue or be sued in the court of any other county or in any federal court, or in any state of federal administrative tribunal.

It is agreed that on failure to pay the principal of this note when due and payable, each maker and endorser, jointly or severally, shall pay to the holder hereof all costs of collection, including attorney's fees equal to ten percent of the unpaid indebtedness or such larger amount as may be reasonable and just, whether incurred with respect to the collection, trial, appeal, endorsement or any judgment based on this note, or otherwise.

If any of said installments shall not be paid when due, or if a default occurs in the performance of any other agreement in this note or in the Mortgage referred to below, or if a default occurs in the performance of any other obligation of any maker or endorser to the holder of this note which default is not cured within the time provided thereof, or upon the happening of any one of the following specified events by any maker or endorser: insolvency (however evidenced) or the commission of any act of insolvency; the making of a general assignment for the benefit of creditors; the filing of any petition or the commencement of any proceeding by or against any maker or endorser for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, extension, which proceeding is not dismissed within thirty (30) days; suspension of the transaction of the usual business or any maker or endorser; or the past or future making of false representation or warranty by any maker or endorser in connection with any loan or loans by the holder of this note to any maker or endorser, then entire principal sum and accrued interest shall immediately become due and payable without notice, at the option of the holder of this note, time being of the essence of this note. Failure to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is agreed that each maker and endorser, jointly and severally, consents to any extensions or renewals or modifications of this note, or any part hereof, without notice and each maker and endorser agrees that they will remain liable as such during any extension or renewal or modification hereof until the entire indebtedness evidenced by this note is fully paid.

This note shall be construed in all respects and enforced according to the laws of the State of Florida.

BORROWER:

Borrower's Signature: **Kimson A. Nobles**

Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **30th** day of **October, 2008**, by **Kimson A. Nobles, a single woman,** who has/have produced Drivers License as identification) or who is/are personally known to me.

NOTARY PUBLIC

(Notary Seal must be affixed)

Signature of Notary

LARA SHIELDS
Commission # DD 508847
EXPIRES: February 18, 2010
Bonded Thru Notary Public Underwriters

TERMS AND CONDITIONS
FOR PARTICIPATION IN THE ESCAMBIA/PENSACOLA
PRINCIPAL MORTGAGE REDUCTION (PMR)
NEW CONSTRUCTION

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DOCUMENT is executed this 30th day of October, 2008, in Escambia County, Florida by Kimson A. Nobles, a single woman, ("Homebuyer").

WHEREAS, Homebuyer desires to participate in the Escambia County Affordable Housing Initiative (the "Project"), and further declares that he/she/they meet(s) the low income family definition cited in Chapter 420 Florida Statutes; and

WHEREAS, the Neighborhood Enterprise Foundation, Inc., a Florida nonprofit corporation, as agent for the Escambia County ("NEFI/County"), and/or the City of Pensacola Housing Department, an operating department of the City of Pensacola, as agent for the City of Pensacola, ("PHD/City") , has confirmed the eligibility of Homebuyer for participation in the Escambia County Affordable Housing Initiative Project as based upon information provided by Homebuyer; and

WHEREAS, pursuant to the Project, Homebuyer herein requests home purchase assistance to Homebuyer pursuant to the terms, provisions and conditions of this document.

NOW, THEREFORE, the Homebuyer does hereby agree as follows.

1. **Adoption of Recitals and Application**. The Homebuyer and PMR Representative adopt the recitals in the foregoing paragraphs each of which the parties present as being true and correct. The Homebuyer further adopts all responses made in the original PMR/Escambia County Affordable Principal Mortgage Reduction application as filed with a County approved participating Lenders and hereby represents that all responses are true correct to the best of Homebuyer's knowledge and belief.

2. **Grant/Loan**. Escambia County/City of Pensacola shall, subject to the terms, provisions and conditions of this Agreement, deliver on behalf of Homebuyer a **loan not to exceed Forty Percent (40%) of the sales price or $50,000.00, whichever is less.**

Homebuyer agrees that NEFI/County shall make reasonable efforts, subject to the terms, provisions and conditions of this Agreement, to deliver on behalf of the Homebuyer a loan, solely available from funds provided through the Principal Mortgage Reduction Program (PMR), in the maximum amount of **Thirty-Five Thousand Dollars ($35,000.00)** expressly to assist the Homebuyer with meeting down payment assistance associated with the purchase of the affordable home located at:

519 North "H" Street, Pensacola, FL 32501

Homebuyer asserts that the purchase price of said housing unit does not exceed 90% of the Pensacola area median housing purchase price and that the projected total monthly housing cost, including principal, interest, taxes and insurance (PITI), does not exceed 30% of the Homebuyers gross annual income, except where expressly approved by the Homebuyer. Homebuyer acknowledges that this publicly supported assistance is provided solely as based upon his qualification as a low/moderate income, homebuyer meeting the eligibility criteria for participation in the Project.

3. **Consideration**. As and for consideration for the loan, Homebuyer shall be obligated to pay Escambia County or the City of Pensacola the deferred sum evidenced by promissory note and mortgage to be recorded in the public records of Escambia County following the mortgage loan closing. Pursuant to the Project, the grant repayment shall not be due and payable unless and until:

a. The Homebuyer defaults pursuant to the terms of the mortgage;

b. The Homebuyer sells, encumbers, transfers or conveys any interest in the property before the original period of the first mortgage (i.e., thirty years), the total amount shall become due and payable. If, however, the sale or conveyance occurs after the original period of the First Mortgage (i.e., thirty years), then the total sum shall be reduced to zero.

4. **Payment of Project Related Costs.**

a. Homebuyer/Seller shall pay all costs for any prepaid or escrow items such hazard insurance and property taxes required by Lenders participating in the PMR Principal Mortgage Reduction Assistance Project;

b. Homebuyer/Seller shall also pay the costs for documentary stamps on the deed, first and second mortgage recording fees, intangible tax on first and second mortgages, documentary stamps on the notes, appraisal fee, credit report fee, origination fee or service fee charged by the participating lender or lender as closing agent, charges for title search and title insurance, and property surveying fees.

c. Payment for any legal fees for attorneys or other professionals retained or commissioned by Homebuyer shall be solely the responsibility of the Homebuyer.

5. **Conditions Precedent.** All obligations hereunder are subject to and conditioned upon the following.

a. **Homebuyer's compliance with program requirements**. Homebuyer agrees and hereby authorizes NEFI/County and/or PHD/City to make such investigations as deemed necessary to determine whether Homebuyer meets the qualifications for participation in the Project. This determination shall be at the sole discretion of NEFI/County and PHD/City. Further, Homebuyer herein authorizes NEFI/County, PHD/City or their authorized representatives to access pertinent records; contact employers, lenders, or creditors; review Homebuyer provided information; secure income and household composition verifications; or obtain copies of such records as required to fully verify and substantiate Homebuyers eligibility to participate in the Project.

b. **Homebuyer's obligation to obtain first mortgage financing**. Homebuyer has made application and obtained a first mortgage financing commitment from a participating Lender as required to complete the purchase of an affordable home to be newly constructed within the City of Pensacola, Florida; Homebuyer has provided or caused the participating Lender to provide evidence of such commitment to the County. The mortgage Lender must be a participating bank under the (PMR) Principal Mortgage Reduction Program. The obligation to secure such first mortgage financing is the responsibility of the Homebuyer.

c. **Homebuyer's compliance with State housing Incentives Program (SHIP)** Requirements, Homebuyer acknowledges that the terms stated herein are subject to limitations, policies and regulations imposed by the State Housing Incentives Program (SHIP), the Florida Housing Finance Agency and subsequent amendments thereto. Homebuyer agrees to comply with all of the terms and conditions of such laws and regulations as they may be amended from time to time.

d. **SUBORDINATION.** The Mortgage shall not be subordinated under any circumstances; to include any form of refinancing the loan or debt consolidationloan, etc.

6. **Payment of Taxes**. Homebuyer acknowledges responsibility for the payment of taxes and special assessments for the year in which PMR home purchase assistance is provided, and for all years thereafter.

7. **Homebuyer to Occupy Property**. Homebuyers assisted with purchase of available newly constructed housing shall take occupancy of the home within thirty (30) days of the date of the mortgage loan closing or a home to be constructed following the mortgage loan closing shall take occupancy of the home within thirty (30) days of the completion of construction as evidenced by the date of the Certificate of occupancy issued by the local Building Inspection Official(s). Homebuyer shall continue occupancy of the Property as Homebuyer's principal residence for the term of the mortgage hereunder.

8. **Inspections**. Homebuyer shall permit reasonable periodic inspections at reasonable times by inspectors of NEFI/County, PHD/City, or their agents, and any other of Escambia County's or the City of Pensacola's inspectors or Department(s) deemed necessary, for the purpose of determining compliance with Project requirements, and to comply with such additional terms, conditions, and requirements as may be reasonably imposed.

9. **Insurance**. Homebuyer shall carry fire and liability insurance on the Property during the term of this Agreement in an amount not less than the fair market value of the Property. Said policy or policies shall be issued in the name of the Homebuyer and Escambia County or the City of Pensacola, as applicable, shall be named as an additional insured thereon.

10. **No Discrimination**. Homebuyer shall not discriminate upon the basis of race, creed, color, familial status, handicap, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such property or any improvements erected or to be erected thereon.

11. **Single Family Dwelling Only.** The Property shall not have any attached / detached structures that may become Income producing as a result of formal or informal rental or lease to other parties. The final determination regarding such structures shall be made by inspectors with Escambia County, or the City of Pensacola Building Inspection Departments, or other County or City agencies as deemed necessary. Applicant agrees and acknowledges that this PMR assisted property must continually be used solely for occupancy as denoted in Section 12 of this agreement in order to remain in compliance with the PMR and provisions of the PMR mortgage.

12. **No Occupancy by other than Homebuyer and Family**. The Property may not be rented, leased, or occupied by persons other than Homebuyer and Homebuyer's family as described in the original application submitted by the Homebuyer. Homebuyer shall use the Property with due care and in a reasonable manner and shall keep the same in good repair at the Homebuyer's expense.

13. **Recordation of Mortgage and Note Related to the Terms and Conditions**. All obligations of Homebuyer contained herein shall be covenants running with the land (the Property), and shall be evidenced by a separate Mortgage and Note recorded in the public records of Escambia County, Florida.

14. **Default**. A default by Homebuyer under any loan, mortgage or agreement with the County or any other party relating to the Property shall be deemed a default under the terms and conditions stated herein.

15. **Waiver**. Failure of NEFI/County, PHD/City or their representatives in any one or more instances to insist on the performance of any of the terms and conditions cited herein, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms or conditions shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

16. **Governing Law**. Homebuyer acknowledges that the terms and conditions associated with provision of Project assistance shall be construed in accordance with and governed by the laws of the State of Florida.

17. **No Assignment**. Homebuyer shall not have the right to assign its rights or obligations hereunder to any other person or entity without the prior written consent of the County.

18. **Captions**. The captions and headings contained herein are inserted for the convenience of reference only and are not a part hereof.

19. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. **Binding Effect**. This document shall be binding upon the Homebuyer, their heirs, personal representatives, successors and assigns.

21. **Invalidation**. The continuing applicability of the terms and conditions cited herein is contingent upon the Homebuyer purchasing the residential unit legally described in Section 2. In the event the Homebuyer fails to consummate the purchase as evidenced by PMR assisted mortgage loan closing and concurrent execution of mortgage and security documents, the commitments made herein and the terms and conditions related thereto shall be rendered null and void and of no effect.

22. **Further Acts**. The parties hereto agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take all such further actions for or after the consummation of the transaction described herein as shall be necessary.

23. **Time is of the Essence**. Time is of the essence in culminating the actions necessary for compliance with terms and conditions cited herein.

IN WITNESS WHEREOF, Homebuyer and PMR Project Representative assert, affirm and acknowledge the terms and conditions stipulated herein with respect to the Homebuyers application for PMR home purchase assistance as evidenced by mutual execution on the day and year first above written.

PRINCIPAL MORTGAGE REDUCTION ASSISTANCE PROJECT REPRESENTATIVE

By: _____
Tina Clapper, SHIP Admin. Officer
Housing Department

WITNESSES:

_____
Signature: **Tina Clapper**

_____
Signature: **Lara Shields**

HOMEBUYER:

_____
Homebuyer's Signature: **Kimson A. Nobles**

_____
Co-Homebuyer's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **30th** day October, 2008 by **Kimson A. Nobles, a single woman,** who is/are known personally to me or who has/have produced Drivers License and who did take an oath.

(Notary Seal must be affixed)

Notary Public, State of Florida

_____
Signature of Notary

LARA SHIELDS
Commission # DD 508847
EXPIRES: February 18, 2010
Bonded Thru Notary Public Underwriters

D. STRATEGY 4. Principal Mortgage Reduction Assistance (Homeownership):

a. **Summary of the Strategy:**
Brief Description:

SHIP funds may be used to support production of new affordable homes through either: (1) principal mortgage reduction assistance (soft second mortgages) provided to enable SHIP eligible families to directly purchase newly constructed homes available on the open market; or (2) provision for short term, zero interest, interim construction financing to pre-qualified, locally designated, HUD approved Community Housing Development Organizations (CHDO) directly functioning as residential housing builders/developers with said financing to be fully repaid at closing on the sale of the unit to a SHIP eligible homebuyer, less any long-term second mortgage assistance passed through to the SHIP eligible buyer. Completed homes will be purchased by approved SHIP eligible families with permanent first mortgage financing provided by area private financial institutions. A minimum of 70% of the permanent mortgage financing will be provided by participating lenders. The remaining 30%, or a portion thereof, may be held as a deferred SHIP second mortgage to assure or enhance the affordability of the home for the lower income homebuyer.

b. **Fiscal Years Covered:** 2007/2008, 2008/2009, 2009/2010

c. **Income Categories to be served:**
All of the homes produced through this activity will be sold to families with incomes below 120% of the median income.

d. **Maximum award is noted on the Housing Delivery Goals Charts:**
The maximum award level for this strategy is stipulated in the HDGC.

e. **Terms, Recapture and Default:**
Deferred Payment Loan @ 0% interest secured by mortgage and note due upon default as a result of the sale, transfer or rental of the housing unit. Maximum term is 30 years or the term of the first mortgage whichever is less. Repayment requirements are: full repayment is required upon default or if the sale, transfer, encumbrance, or rental of the subject housing unit occurs within the term of the first mortgage. Assuming occupancy and compliance with program requirements for the full duration of the first mortgage, the SHIP assistance is forgivable.

Meredith Reeves

From: Kimson Nobles
Sent: Monday, January 27, 2020 11:13 AM
To: Meredith Reeves
Cc: Clara F Long (CRA)
Subject: FW: Scanned image from MX-M2630
Attachments: esctax_20200127_105940.pdf

Good Morning,
Attached is my request to be considered by the Board of County Commissioners to allow the existing loan to be subordinated to the new mortgage and a modification for the loan to be forgiven once the primary mortgage is satisfied. Thanks for your consideration.

Thank you,
Kimson

Kimson Nobles, CPM, CFCA
Senior Manager
Representing
Scott Lunsford, CPM, CFC
Escambia County Tax Collector
DMV Agency 1/ DL Agency A75
213 Palafox Place, Pensacola, FL 32502
PO Box 1312
Pensacola, FL 32591
V-(850) 438-6500, EXT. 3248
F-(850) 432-3601
****
Email to/from this address is subject to Florida public records law and may be reviewed.

Kimson Nobles

519 North H St

Pensacola, FL 32501

November 6, 2019

Commissioner Lumon May

Commissioner Robert Bender

Commissioner Steven Barry

Commissioner Doug Underhill

Commissioner Jeff Bergosh

Dear Board of County Commissioners,

I am submitting a request to be considered by the Board of County Commissioners to allow the existing loan that I have with Escambia County/City of Pensacola for $35,000 for my home at 519 North H Street to be subordinated to a new mortgage due to re-financing. I would like to refinance my mortgage in order to obtain a lower interest rate on my primary mortgage that I currently have. I purchased my home on October 31, 2008 and my current first mortgage balance is $65,046.55 and the payoff will be $69,936.25. My current interest rate is 6.15% and my monthly payment is $599.60. My proposed new first mortgage amount will be $75,007.00 which includes the payoff for the current first mortgage and fees. The new proposed interest rate will be 3.625% and the proposed monthly payment will be $688.49 on a 15 year FHA fixed mortgage. I will not be receiving any cash out during this refinance. If I am able to refinance I will be able to almost cut my interest rate in half which will save me thousands of dollars in interest cost over the life of the loan. This will enable me to make needed repairs to my home to include plumbing and HVAC issues. My proposed new lender has assured that Escambia County will remain in the second (subordinate) position. I am also requesting a modification on my subordinate mortgage that the total amount of the Principal Mortgage Reduction be forgiven at the end of my primary mortgage term. Currently the total amount of the Principal Mortgage Reduction is perpetual even after the life of my primary mortgage term. According to the Florida Hardest Hit Fund Principal Reduction Advisor Procedures Manual, the intent was for the loan to be forgiven at a rate of 20% per year over a 5 year period. I am requesting that the Board honor this intent and allow a modification to the subordinate mortgage to be forgiven once the primary mortgage has been satisfied. Thank you in advance for allowing me to submit my request.

Sincerely,

Kimson Nobles

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17383 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/05/2020
Issue: Appointment to the Merit System Protection Board
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Merit System Protection Board - Jana Still, Human Resources Department Director

That the Board take the following action concerning an appointment to the Merit System Protection Board:

A. Waive the requirement for the Sheriff to appoint two individuals;

B. Reappoint Gene Hudson to serve another two-year term, effective March 6, 2020, through March 5, 2022, whose term expired on September 30, 2019; or

C. Appoint Rafael Lopez to serve a two-year term, effective March 6, 2020, through March 5, 2022; or

D. Appoint Curt Carver to serve a two-year term, effective March 6, 2020, through March 5, 2022.

The Merit System Protection Board (MSPB) is presently comprised of three Board members, all of whom were properly sworn with an oath of office. The chairman is Gene Hudson. He is the Board of County Commissioners (BCC) appointment to the Board. His term expired on September 30, 2019, but continues to serve until the BCC names his replacement. He submitted his name for reappointment and can serve one more two-year term should the BCC name him as its appointee.

Fay Harvey serves on the MSPB as the BCC employee's elected member. She is serving her last term allowed.

The third Board member of the MSPB, as elected by the other two board members, is Silvia Switzer.

The Ordinance provided for two additional board members designated to the sheriff and the sheriff's employees; however, these have not been filled.

BACKGROUND:

Due to the establishment of the Merit System Protection Board (MSPB), defined in Ordinance 2005-38, the Board of County Commissioners has the responsibility to select a member to this Board. Ordinance 2012-II was amended for the the Board to select one of the three Board members.

Escambia County's Community and Media Relations Department posted a General Alert on the County's website from September 20, 2019, through October 4, 2019, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering for appointments to the MSPB. Rafael Lopez's Resume was the only Resume that was received for consideration.

Per Board direction, due to only one Resume being received, the General Alert was reposted from November 14, 2019 to December 1, 2019. Resumes were received from Gene Hudson and Curt Carver to be considered for an appointment to this Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Board of County Commissioners Policy Manual, Board approval is required for all appointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MSPB General Alert
\MSPB Reposted General Alert
MSPB - Gene Hudson Resume and General Alert
MSPB - Rafael Lopez Resume and General Alert
MSPB - Curt Carver Email and Resume.

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Friday, September 20, 2019 5:15 PM
To: Shamara J. Jernigan
Subject: Appointee Sought for Escambia County Merit System Protection Board



Click HERE to View in Browser

Appointee Sought for Escambia County Merit System Protection Board

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Escambia County residents interested in being considered for a possible appointment on the Merit System Protection Board are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, Oct. 4. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. box 1591, Pensacola, FL 32502, or emailed to boardapply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Merit System Protection Board

The MSPB was created to provide a fair and equitable mechanism for the expeditious review of appeals and grievances of the classified employees of the county before a non-partisan deliberative body. County Ordinance 2005-38 provides the means for a classified, permanent employee under the jurisdiction of the MSPB to appeal disciplinary actions, and that these employees may file an appeal or grievance for perceived violations of the ordinance or the rules. Presently, the classified employees under the jurisdiction of the Board of County Commissioners, the Sheriff's Office and the Supervisor of Elections are covered under the MSPB. The term of office of the member appointed by the BCC is two years.

Qualifications of Board Members

No person shall be appointed to the Merit System Protection Board as a member who:

1. Has not been a resident of Escambia County for two or more years preceding the appointment to the MSPB.
2. Is holding an elective or appointive office in federal, state, county or municipal government provided that prior appointment as a member of the MSPB shall not disqualify a person from being reappointed.
3. Held political office in, or was a salaried or hourly employee of Escambia County, during the 12 months preceding appointment to the MSPB.
4. Is a member of the immediate family of a current employee or elected official of Escambia County.
5. Is a current officer of any union representing employees of Escambia County.
6. Is working for any vendor who has a current contractual agreement with any participating appointing authority.
7. Has been convicted of, or has had adjudication withheld of, a felony or any crime involving moral turpitude.

Qualifications must be maintained throughout the member's tenure, or the member must resign his position on the MSPB.

Attendance

Any member of the MSPB shall be removed and replaced after being absent from more than three consecutive meetings during any calendar year. The MSPB shall determine whether any member's absence is unexcused.

Compensation of Board Members

The MSPB members shall serve on a voluntary basis and not be financially compensated for their service.

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Thursday, November 14, 2019 4:53 PM
To: Shamara J. Jernigan
Subject: Appointee Sought for Escambia County Merit System Protection Board



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3. Held political office in, or was a salaried or hourly employee of Escambia County, during the 12 months preceding appointment to the MSPB.
4. Is a member of the immediate family of a current employee or elected official of Escambia County.
5. Is a current officer of any union representing employees of Escambia County.
6. Is working for any vendor who has a current contractual agreement with any participating appointing authority.
7. Has been convicted of, or has had adjudication withheld of, a felony or any crime involving moral turpitude.

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

Shamara J. Jernigan

From: Rev. Gene Hudson <genehudson@bellsouth.net>
Sent: Wednesday, December 11, 2019 1:19 PM
To: Admin
Cc: Board-Apply
Subject: [EXTERNAL]Merit System Protection Board
Attachments: Resume 2019 - Community Involvement.pdf

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Mrs. Gilley,

Let me introduce myself. I am Rev. Gene Hudson, chairman of the Merit System Protection Board and BCC appointed representative to the board. Pursuant to County Ordinance 2005-38, I am eligible to serve two consecutive extensions and am willing to serve another term. I am currently chairman of the board, so if the county wishes to extend my term, I will willingly accept the position.

Sincerely,
Rev. Gene Hudson
850-982-8242

FRANKLIN E. HUDSON (GENE)

1960 TILLMAN LANE, PENSACOLA, FL 32526
BEST CONTACT NUMBER: 850-982-8242
HOME NUMBER: 850-944-7300
GENEHUDSON@BELLSOUTH.NET

FOCUS

Serving as a Senior Pastor for the past 31 years, I am endlessly involved with my community. In addition to leading my church, visiting the sick and shut-ins, and participating in community outreaches, I also work with the local funeral homes. Whenever a bereaved family is without a Pastor, the funeral directors know that they can call me any time. I am here to help my community in any way possible.

EMPLOYMENT

1991 TO PRESENT — Pine Forest Assembly of God Church — *Cantonment, FL*
SENIOR PASTOR
- Hospital Visitation
- Community Outreach

1988 TO 1991 — Molino First Assembly of God Church — *Molino, FL*
SENIOR PASTOR
- Hospital Visitation
- Community Outreach

1986 TO 1991 — James River Corporation — *Pensacola, FL*
MECHANICAL TECHNICIAN
- Maintenance
- Painter

COMMUNITY INVOLVEMENT

2018 TO PRESENT — Merit System Protection Board — *Pensacola, FL*
CHAIRMAN

2015-2018 — Merit System Protection Board — *Pensacola, FL*
BOARD MEMBER

2004-2006 — Warrington Assembly of God Church — *Warrington, FL*
PROJECT MANAGER
- Instrumental in helping reestablish Warrington Assembly of God Church following Hurricane Ivan.

1997-2001 & 2003-2012 — Teen Challenge International — *Pensacola, FL*
ADVISORY BOARD MEMBER
- Instrumental in helping Teen Challenge International establish a location in Pensacola

1997-1998 — Wedgewood Middle School — *Pensacola, FL*
VICE PRESIDENT OF PTA
- Served on the Parent Teacher Association Board

REFERENCES

Rev. Tommy Moore | Rev. Todd Sowell | Paul Whitfield | Dr. David Lamay

Rafael Lopez

Home Phone: **(850) 723-5362**
RILopez818@gmail.com

1640 Phalrose Lane
Cantonment, FL 32533

Summary:
Looking for a volunteer position for good, honest, and reliable work

Experience:

10/16 to Present — Hill Kelly Dodge Jeep Ram Chrysler — Pensacola, FL

Sales

- Greeted Clients
- Memorized product knowledge
- Troubleshot complicated financial arrangements

4/14 to 9/16 — Astro Lincoln — Pensacola, FL

Sales

- Greeted clients
- Needs assessment to determine the direction of the client
- Handled all paperwork and financial paperwork to facilitate a deal

8/06 to 9/09 — A DJ Connection, Inc. — Pensacola, FL

Mobile Entertainer

- Met with clients and assisted with their event planning
- Performed as Master of Ceremonies at events including birthday parties and weddings
- Troubleshot DJ and computer equipment in the field
- Promotions and sales for venues

Education:

Marketing	University of West Florida, Pensacola, FL
Marketing	Pensacola Junior College, Pensacola, FL Received AA Degree 7/07
Computer Science	Daytona Beach Community College, Daytona Beach, FL
Computer Science	Los Angeles Mission College, Sylmar, CA

Professional:

Board of Directors	Junior Achievement of Northwest FL(7/17 to Present)
Operator	The Chess Challenge (12/17 to present)

Shamara J. Jernigan

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Sent: Friday, September 20, 2019 5:15 PM
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Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

Shamara J. Jernigan

From: Curt Carver <crtcrvr@gmail.com>
Sent: Tuesday, November 26, 2019 7:36 AM
To: Board-Apply
Subject: MSPB Vacancy
Attachments: carverletter.pdf; carverresume.pdf

Ms. Jernigan:

Thank you for your consideration of the attached.

Curt Carver

November 25, 2019 Via Email

Ms. Shamara Jernigan
Project Coordinator
Board of County Commissioners
PO Box 1591
Pensacola, Florida 32502

Dear Ms. Jernigan:

Please accept the enclosed resume for your consideration regarding the vacancy on the Merit System Protection Board. I believe I can offer the County a relevant skillset to successfully handle the responsibilities of a member of the MSBP. My career includes over 30 years of local government experience, most of which was at a senior level.

As you can see from the enclosed resume, this experience included managing numerous labor agreements, resolving grievances and administering personal policies. I gained a reputation as a credible professional who dealt with these matters in a transparent and ethical manner. Labor agreements and grievances were settled without the need for binding arbitration or external legal process.

I would welcome a chance to discuss my credentials with you at your convenience. Thank you for your consideration.

Sincerely,

Curt Carver

Curt Carver

Enclosure

4060 INDIGO DRIVE UNIT 207 • PENSACOLA, FLORIDA • 32507

4060 Indigo Drive Unit 207
Pensacola, Florida 32507

Cellular: 847.767.7174
Email: crtcrvr@gmail.com

Curt Carver

Professional Experience

Seasonal Park Guide, National Park Service
May 2019 to July 2019- Gulf Islands National Seashore
July 2018 to January 2019- Fort Sumter National Monument

- Provided historical and resource related programing to park visitors. Communicated/interpreted park values to visitors with varying interests and backgrounds.
- Responded to a wide variety of visitor questions.

Deputy City Manager, City of Gulf Breeze, Florida
August 2014 to May 2016

- Coordinated operations for a full-service municipality with over 155 employees serving a community of 6,000 people.
- Oversaw the preparation and management of the City's $32 million budget and facilitated staff interaction with outside auditors.
- Negotiated a labor agreement with sworn police personnel. Also negotiated employment/separation agreements with select staff members. Participated in all key aspects of the human relations function.
- Provided policy direction to department directors and managed activities requiring inter-department cooperation.
- Analyzed and made recommendations regarding both operations and overall strategic focus. Emphasized financial sustainability and efficiency.

Village Administrator, Village of Inverness, Illinois
May 1997 to February 2014

- Oversaw the delivery of municipal services to a residential community of 7,500. Negotiated and administered numerous contracts for the delivery of these services.
- Implemented the first 5-year capital plan for infrastructure improvements.
- Planned for and created a municipal police department, to include staff selection, implementation steps and operational policies. Developed written materials and made public presentations to educate stakeholders.
- Established financial policies and cost efficiencies that resulted in the Village receiving a Standard & Poor's AAA bond rating, which was reaffirmed.

Professional Experience Continued

- Prepared extensive written material for public outreach, including the publication of quarterly community newsletters and website monthly public board meetings.

Village Manager, Village of Carpentersville, Illinois
July 1987 to May 1997

- Managed a full-service municipality of 150 employees serving a community of 27,000.
- Oversaw a comprehensive update to the Village's personnel manual.
- Prepared annual budgets of over $30 million.
- Negotiated multi-year labor agreements with four employee bargaining units. All agreements settled without binding arbitration. Adjudicated grievances and disciplinary appeals.
- Planned for and created a Village fire department after disconnection from a fire protection district. Negotiated transition issues to avoid litigation.
- Negotiated multiple annexation agreements, which increased the size of the Village by 1300 acres, created the potential for an addition 10,000 residents and 1.7 million square feet of commercial development. Directed efforts to finance and construct over $15 million of related utility improvements.
- Organized public information efforts resulting in voter approval of several public referenda. These efforts included written materials and public presentations.

Education

Northern Illinois University, B.A., Political Science, Magna Cum Laude, 1982

University of Illinois, graduate level coursework in public administration 1983-1984

Senior Executive Institute, University of Virginia (1995 session)

Senior Executives in State and Local Government, John F. Kennedy School of Government, Harvard University (2000 session)

Related Experience

National Park Volunteer
May 2017 to Present
Gulf Islands National Seashore, Pensacola, FL

Customer Support Volunteer
January 2018 to Present
National Museum of Naval Aviation, Pensacola, FL

USO Volunteer
April 2017 to Present
Naval Air Station Pensacola, Pensacola, FL

US Army
September 1973 to September 1979

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17515 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/05/2020
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

A. Lamplighters Academic and Mentoring Program, Inc., in the amount of $3,000;

B. Epilepsy Florida, in the amount of $1,000;

C. Pensacola Teen Challenge, in the amount of $2,500;

D. FavorHouse of Northwest Florida, Inc., in the amount of $15,000;

E. James B. Washington Educational Sports, Inc., in the amount of $5,000; and

F. Project Empower of NWFL, Inc., in the amount of $5,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Lamplighters Academic and Mentoring Program, Inc. - $3,000
Epilepsy Florida - $1,000
Pensacola Teen Challenge - $2,500
FavorHouse of Northwest Florida, Inc. - $15,000
James B. Washington Educational Sports Inc. - $5,000
Project Empower of NWFL, Inc. - $5,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Lamplighters Academic and Mentoring Program, Inc.
Epilepsy Florida
Pensacola Teen Challenge
FavorHouse of NWF Inc.
James B. Washington Educational Sports, Inc.
Project Empower of NWFL, Inc.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 10, 2020

Lamplighters Academic and Mentoring Program, Inc.
Attn: Vanessa L. Phillips
5046 Port St Joe Street, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 31, 2020.

Dear Dr. Vanessa L. Phillips,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $3000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Lamplighters Academic and Mentoring Program, Inc (DATE 01/31/2020

POINT OF CONTACT Vanessa L. Phillips PH# (850) 292-7378

EMAIL ADDRESS: mrsvphillips@gmail.com or lampi ☐ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2020 AMOUNT REQUESTED: $ 3,000

CHECK PAYABLE TO: Lamplighters Academic and Mentoring Program, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5046 Port St Joe Street City Pensacola State FL Zip Code 32526

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief VLP (Initial)

NAME OF CERTIFYING OFFICIAL
Vanessa L. Phillips

TITLE OF CERTIFYING OFFICIAL
Assistant Director & Chief Financial C

SIGNATURE (Digital)
Vanessa L. Phillips Digitally signed by Vanessa L. Phillips Date: 2020.01.31 16:00:36 -06'00'

DATE
01/31/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $3,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 2/10/20		DAVID MORGAN, SHERIFF 2/10/2020 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Lamplighters Academic and Mentoring Program, Inc (LAMP, Inc.)

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The staff of the Pensacola Omega Lamplighters and LAMP, Inc. are seeking financial assistance for The Gulf Coast Omega Dance/Step Extravaganza (GCODE). This event will be held at the Pensacola High School on March 9, 2019. It features over 300 Escambia School District youth performers in a one of a kind, once a year, cultural/talent showcase. These students have worked more than 6 months on this production with professional sound, staging, and concert style set up. The event has taken place sheerly from grass roots fundraising and partnership efforts. As the show grows and the number of youth performers increases, so does the need for extended partnerships and financial commitments. For the past 3 years we have watched the city shift positively as we promote Kings and Queens and not gangsters and thugs. The Omega Lamplighters are shifting the culture and showing that the cool things to do are to have integrity, high standards, high grades, and pride in self and community rather than commit crime and do drugs. This group touts grade point averages over 3.5 for more than 95% of the organization. Our matriculation from our mentoring program has seen 100% of mentee graduates enter a major 4 year college/university. to show how serious we have about academics and positive promotion, at the 2018 show, we award 5 financial scholarship on stage for high academic performace to spectators who brought in their report cards and proof of grades. We are building leaders. We are building dreamers, doers, achievers and deterring negative behavior along the way. The community supports this initiative. For the past 3 years we have had more than 2700 spectators at this one event. This is a captive audience that will receive message of crime, drug, and violence prevention in a myriad of ways, in addition to our large social media following. It is my hope that you would consider supporting this event and the students and community that you know, love, and protect each day.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-12-2018

Employer Identification Number:
82-4385923

Form: SS-4

Number of this notice: CP 575 A

LAMPLIGHTER ACADEMIC AND
MENTORING PROGRAM INCORPORATED
5046 PORT ST JOE ST
PENSACOLA, FL 32526

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4385923. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 01/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LAMP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 02-12-2018 LAMP B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 02-12-2018
EMPLOYER IDENTIFICATION NUMBER: 82-4385923
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LAMPLIGHTER ACADEMIC AND
MENTORING PROGRAM INCORPORATED
5046 PORT ST JOE ST
PENSACOLA, FL 32526

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017915489C-1	11/07/2019	11/30/2024	501(C)(3) ORGANIZATION

This certifies that

THE LAMPLIGHTER ACADEMIC AND MENTORING
PROGRAM INCORPORATED
5046 PORT ST JOE ST
PENSACOLA FL 32526-5093

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lamplighter Academic and Mentoring Program Incorporated

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5040 Port St Joe St

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32526

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
82 - 4385923

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5.29.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 13, 2020

Epilepsy Florida
Attn: Cecily Chundriek
105 East Gregory Square Unit C, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 28, 2020.

Dear Cecily Chundriek,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Epilepsy Florida DATE 01/28/2020

POINT OF CONTACT Cecily Chundriek PH# (850) 433-1395

EMAIL ADDRESS: CChundriek@epilepsyfl.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/01/2020 AMOUNT REQUESTED: $ 1,500

CHECK PAYABLE TO: Epilepsy Florida

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 105 East Gregory Square Unit C City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL: Karen Basha Egozi

TITLE OF CERTIFYING OFFICIAL: President & CEO

SIGNATURE (Digital)

DATE: 2/3/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☐	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed

DAVID MORGAN, SHERIFF

DATE 2/13/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Epilepsy Florida

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

We cordially invite you to participate as sponsor of the 2020 Walk the Talk for Epilepsy events taking place all over Florida in the spring. The event in our area will be on May 2nd at Seville Square, Downtown Pensacola. This is an occasion for friends, family and loved ones of those living with epilepsy to come together to support this cause.

89% of every dollar raised will directly benefit the Floridians we help who are living with Epilepsy. We trust that you will find great satisfaction in knowing that your support will help us achieve our goals to serve these families living in our community. Epilepsy affects 400,000 people in Florida, mostly children and the elderly. We provide them with a myriad of programs such as community education, support groups, case management, medical services, prevention, Camp Boggy Creek and much more. We offer epilepsy awareness and seizure first aid to teachers, students, first responders, city personnel, and medical communities. During our training, we also discuss Anti Epilepsy Drugs (AED). AED are very potent and we emphasize their proper use as strictly medicinal, used under a physician's supervision. The education and outreach coupled with our comprehensive case management services work to ensure a safe community. We truly rely on sponsorships and donors to carry our agency and allow us to continue providing such services.

As we have in the past, we would like to invite Sheriff Morgan to sing the National Anthem before our Walk.

I have enclosed a sponsorship package.

WALK
THE
TALK
FOR EPILEPSY
2020

WALK VENDOR TABLE OPPORTUNITIES

$500

- Table
- Logo included in event program

$750

- Table
- Logo included in event program
- Logo on event t-shirt

$1,000

- Table & Tent
- Logo included in event program
- Logo on event t-shirt

$1,500

- Table & Tent
- Logo included in event program
- Logo on event t-shirt
- Logo on event website

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0029

In reply refer to: 4077967774
Nov. 06, 2018 LTR 4168C 0
59-2164525 000000 00
00025736
BODC: TE

EPILEPSY FLORIDA INC
7300 N KENDALL DR STE 760
MIAMI FL 33156-7840

002648

Employer ID number: 59-2164525
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July 18, 2018, about your tax-exempt status.

We issued you a determination letter in March 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077967774
Nov. 06, 2018 LTR 4168C 0
59-2164525 000000 00
00025737

EPILEPSY FLORIDA INC
7300 N KENDALL DR STE 760
MIAMI FL 33156-7840

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

stephen a. martin

Stephen A. Martin
Director, EO Rulings & Agreements

0000135 09/18/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012642557C-5	11/30/2018	11/30/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EPILEPSY FLORIDA INC
7300 N KENDALL DR STE 760
MIAMI FL 33156-7840

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EPILEPSY FLORIDA, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ NON-PROFIT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7300 N. KENDALL DRIVE, SUITE 760

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FLORIDA 33156

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	1	6	4	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/28/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 13, 2020

Pensacola Teen Challenge
Attn: Brian Warner
8600 W. US 98 West, Pensacola, FL 32506

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 5, 2020.

Dear Brian Warner,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Teen Challenge DATE 2/5/20

POINT OF CONTACT Brian Warner PH# 850 912 6116

EMAIL ADDRESS: brian.warner@teenchallenge.cc ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 3/20 AMOUNT REQUESTED: 3,500.00

CHECK PAYABLE TO: Pensacola Teen Challenge

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 8600 W US 98 City Pensacola State FL Zip Code 32506

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL: Chris McInnes

TITLE OF CERTIFYING OFFICIAL: Executive Director

SIGNATURE (Digital)

DATE: 02/05/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Latt	☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☐	
CFO ASSISTANT				

Date processed

AMOUNT APPROVED $2,500.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 2/13/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Monies used for drug education both on our men's & women's centers here in Pensacola, Fl. They will also be used for our public awareness team in the Pensacola area community to educated the public on what we do and who we are.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248225078
Apr. 20, 2017 LTR 4168C 0
59-2479228 000000 00
00018964
BODC: TE

TEEN CHALLENGE OF FLORIDA INC
15 W 10TH ST
COLUMBUS GA 31901-2744

002265

Employer ID Number: 59-2479228
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 11, 2017, regarding your tax-exempt status.

We issued you a determination letter in April 1985, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012640325C-4	05/31/2015	05/31/2020	501(C)(3) ORGANIZATION

This certifies that

TEEN CHALLENGE OF FLORIDA INC
15 W 10TH ST
COLUMBUS GA 31901-2744

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Teen Challenge of Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Teen Challenge of Florida, Inc.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
15 West 10th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Columbus, GA 31901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 4 7 9 2 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Martin E. Dale Date ▶ 10/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 13, 2020

FavorHouse of Northwest Florida Inc.
Attn: Sue Hand
2001 W. Blount Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 11, 2020.

Dear Sue Hand,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $15,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: FavorHouse of Northwest Florida, Inc. DATE 02/11/2020

POINT OF CONTACT Sue Hand PH# (850) 434-1177

EMAIL ADDRESS: sue@favorhouse.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/21/2020 AMOUNT REQUESTED: ~~$ 20,000~~ $15,000.00

CHECK PAYABLE TO: FavorHouse. of Northwest Florida, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2001 W. Blount St. City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SH (Initial)

NAME OF CERTIFYING OFFICIAL
Sue Hand

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)
Sue Hand
Digitally signed by Sue Hand
Date: 2020.02.11 11:29:14 -06'00'

DATE
02/11/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	N. Lee	☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $15,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT D. Lee Date processed 2/13/20

DAVID MORGAN, SHERIFF
2/13/2020
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

FavorHouse of Northwest Florida, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Escambia and Santa Rosa Counties Domestic Violence Coalitions Annual Conference:($5,000.00) Domestic violence crime in Escambia and Santa Rosa Counties continues to be a large percentage of reported and unreported crime. This conference is provided annually for law enforcement, victim advocates, prosecutors, medical professionals, probation officers, social workers and others who work with domestic violence crime and crime victims. The 2020 Conference: "Identifying, Investigating, and Prosecuting Domestic Violence STRANGULATION Cases," is presented by Gael Strack, Esq., CEO and Co-Founder of Alliance for HOPE International & the Strangulation Training Institute on Strangulation Prevention. Prior to launching Alliance for Hope International with Casey Gwinn, Gael served as the Founding Director of the San Diego Family Justice Center from October 2002 through May 2007. Prior to her work at the Family Justice Center, Gael was a prosecutor at the San Diego City Attorney's Office. In order to reach a broad base of participants and provide access to expert training in the dynamics of domestic violence, the conference is offered free of charge as a service to the community in a coordinated approach to reduce domestic violence crime and increase prosecution. Strangulation has been identified as one of the most lethal forms of domestic violence and sexual assault.

FavorHouse White Rose Event: ($15,000.00) FavorHouse is the only certified domestic violence center for Escambia and Santa Rosa Counties. Each year law enforcement officers and deputies respond to thousands of domestic violence crime victims who need emergency shelter and direct services. Without a safe place, domestic violence crime victims become homeless on our streets or return to the abusive partner and require another response from law enforcement. FavorHouse provides the non-abusive parent and the children safe, emergency shelter 24-hours a day, which provides a consistent referral for law enforcement. The White Rose Event increases public awareness regarding the prevalence of domestic violence crime in Escambia County and highlights the need for community support for domestic violence crime prevention and community support and cooperation for law enforcement intervention.

Internal Revenue Service
District Director

Department of the Treasury

Date: APR 20 1983

Our Letter Dated:
May 22, 1981
Person to Contact:
J. Butcher/ch
Contact Telephone Number:
404-221-4516

File Folder Number: 580012551

Employer Identification Number:
59-2075120

FavorHouse of Northwest Florida, Inc.
2001 W. Blount St.
Pensacola, FL 32501

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section * . Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section * organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

* 509(a)(1) & 170(b)(1)(A)(vi)

0000120 12/19/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012614476C-0	02/28/2019	02/29/2024	501(C)(3) ORGANIZATION

This certifies that

FAVORHOUSE OF NORTHWEST FLORIDA INC
2001 W BLOUNT ST
PENSACOLA FL 32501-2270

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FavorHouse of Northwest Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2001 W. Blount St.

6 City, state, and ZIP code
Pensacola, FL 32501

Requester's name and address (optional)
Escamba County Sherffi's Office
1700 W. Leonard St.
Pensacola, FL 32501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	2	0	7	5	1	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2-4-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2020

James B. Washington Educational Sports, Inc.
Attn: James Washington
2020 N. Palafox Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 23, 2019.

Dear James Washington,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☒ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☒ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☒ W-9 AND ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: James B. Washington Education and Sports DATE 4/23/19

POINT OF CONTACT James Washington PH# (850) 291-9264

EMAIL ADDRESS: info@jbweducationandsports.org ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) immediately AMOUNT REQUESTED: ~~10,000~~ $5,000.00

CHECK PAYABLE TO: James B Washington Education & Sports, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2020 N Palafox Street City Pensacola State Fl. Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL James B Washington

TITLE OF CERTIFYING OFFICIAL President/Director

SIGNATURE (Digital) James B Washington

DATE 4/23/19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓		
LEGAL		✓		
CHIEF		✓		AMOUNT APPROVED $5,000.00
SHERIFF		✓	✓	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 5/2/19

DAVID MORGAN, SHERIFF

DATE 2/21/2020

2/21/2020 MOVE Forward. Lack of funds

ORIGINAL

ORGANIZATION/AGENCY NAME:

James B. Washington Education and Sports, Inc (JBWES)

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please refer to attachment

James B. Washington Education & Sports, Inc.

James B. Washington Education & Sports, Inc. (JBWES) provides educational programs primarily for at-risk youth ranging from ages 6-16 to decrease middle and high school drop-out rates, increase graduation rates and promote higher education. We also promote health and wellness via sports. Our objective is to produce future independent citizens which will create safer neighborhoods and minimize criminal activity in impoverished neighborhoods. We strive to provide underserved children the educational opportunities to see the world through a new set of eyes. We believe "culture of poverty is a cycle that can be broken, and one must see and experience places, people and other ways of life outside of their immediate environment to broaden their mental horizon. Community participation is crucial in reaching this goal and is necessary to bridge the gap between broken families, the community and *EDUCATION IS THE KEY.*

JBWES has an extensive Academic Tutorial Program which not only provides tutoring services to at-risk students in our community but tracks and measures the level of each student and their growth to ensure that when they pass from one grade level to the next they are on or above their grade level versus below to increase the number of students that graduate high school, enroll in college, a branch of the Armed Forces and/or Vocational Trade and Workforce. The productivity of this program is crucial as dropping out of school is not something that occurs at a single point in time. It is an accumulation of events beginning with disengagement due to the precursors, such as, poverty and/or social and single parent family background factors with low educational attainment and/or support for education; lack of programs and/or extracurricular activities. Poor educational performance leads to frustration, grade retention, misbehavior, dropping out, criminal and/or gang activity, incarceration and possibly death. Providing free and/or affordable educational programs for the children in our community and support for their families is a direct factor in uplifting impoverished neighborhoods; minimizing criminal behavior and creating safer neighborhoods.

JBWES hosts a Father & Son Empowerment forum (FSE) every fourth Sunday of the month and have had six (6) successful forums to date since August 2018 with Community Leaders and Motivational Speakers providing a foundation and structure to fifteen (15) to twenty (20) family units, particularly, father and sons. The FSE forum creates positive dialogue to discuss community issues, develop strategies and solutions for strengthening family issues, that include, education and how miseducation can lead to drop out rates, unemployment, underemployment, criminal activity and incarceration. We have joined ties with members of the Correctional Facilities and a retired Chief of Police and would like to build a relationship with the Escambia County Sheriff's Office to ensure that our programs and the people we assist bridge the gap between the community and law enforcement.

Our mission and allegiance at JBWES is steadfast to helping others elevate life by cultivating the youth and their families for economic development and a brighter future; however, we need the help of the community in doing so. The Funding from the Sheriff's Department will be used to expand our Academic Tutorial Program with more technology and continue to provide outreach programs via Life Skills Training, Field Trips, Employment Training/Workshops and Financial Training for the parents and/or families of our children to strengthen the family unit. Most importantly it will assist us in providing services for children in our Summer Life Skills Enrichment Program so students do not experience the loss of their math and reading skills during the summer months which we refer to as the "summer slide". *"Educating our youth is the best way to invest in a prosperous future"* please help us continue our efforts in doing so.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 2 5 2019

JAMES B WASHINGTON SPORTS &
EDUCATION INC
5764 JADE MOON CIR
MILTON, FL 32583

Employer Identification Number:
83-0799924
DLN:
17053247324008
Contact Person:
AMANDA L EGNER ID# 17269
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 25, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Sincerely,

Stephen a. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017785305C-5	04/10/2019	04/30/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

JAMES B WASHINGTON SPORTS & EDUCATION IN
C
5764 JADE MOON CIR
MILTON FL 32583-8582

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
James B. Washington Education and Sports, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5764 Jade Moon Circle

Requester's name and address (optional)

6 City, state, and ZIP code
Milton, Florida 32583

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 3 - 0 7 9 9 9 2 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ James B. Washington Date ▶ 4/23/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2020

Project Empower of NWFL, Inc.
Attn: Tara Potter
6205 N. "W" Street, Pensacola FL 32505

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 14, 2020.

Dear Tara Potter,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☒ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☒ W-9 AND ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Project Empower of NWFL, Inc. DATE 2/14/2020

POINT OF CONTACT Tara Potter PH# 850 686 9369

EMAIL ADDRESS: tara.potter.fl@gmail.com ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 3/1/2020 AMOUNT REQUESTED: ~~$10,000.00~~ $5,000.00

CHECK PAYABLE TO: Project Empower of NWFL, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6205 N. "W" Street City Pensacola State FL Zip Code 32505

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL: Tara Potter

TITLE OF CERTIFYING OFFICIAL: Board Member, Secretary

SIGNATURE (Digital): Tara Potter

DATE: 2/14/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓	☐	
LEGAL		✓	☐	
CHIEF		✓	☐	AMOUNT APPROVED $5,000.00
SHERIFF		✓	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 2/21/20		DAVID MORGAN, SHERIFF DATE 2/21/2020

ORIGINAL

1/2018

ORGANIZATION/AGENCY NAME:

Project Empower of NWFL, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

SEE Attached

Justification

Project Empower and Pure Friendship Ministries are nonprofit organizations located at Marcus Pointe Baptist Church that offer life skills training to adults with intellectual and other developmental disabilities. The Empowerment Center, a class that meets each Friday, serves people with intellectual and developmental disabilities such as Down syndrome, autism, cerebral palsy and mental retardation. Too many people with disabilities lead isolated and lonely lives. By simply bringing our neighbors with disabilities together in a supportive environment, isolation is ended. The programs at the Empowerment Center are designed to meet each participant where they are, equip them to progress to the next level of their abilities, and to do this continually.

Highlights

The Empowerment Center located at Marcus Pointe Baptist Church, delivers a safe place where our neighbors living with disability may go to explore, learn and grow. Life skills development and employment programs are individualized, derived from one's strengths. That person seeking meaningful work, opportunities to learn and grow, figuring how to balance professional and personal life while achieving independence, is the perfect candidate for the Empowerment Center. Our programs are for adults with differing levels of disability who are working to develop skills to become more independent and productive. We provide educational, recreational, leisure and socialization activities to increase vocational and independent living skills.

Our Friday Program offered each Friday from 10a-1p at Marcus Pointe Baptist, Building A, Door 3:

- Spiritual Development
    - Bible study (also held each Wednesday through Pure Friendship Ministries at Marcus Pointe Baptist Church)
- Health and Wellness
    - Diet Education - maintaining a healthy diet, (educating how to place nutritional value to what they eat)
    - Chair exercise
    - Drug Prevention Training
    - Crafts – giving to Homeless in our community (learning the value of giving to others)

We hope to add another day for the purpose of enhancing the curriculum already used in Friday's day program. Everything they are doing is working! We wish to continue all trainings that help empower participants and remind them of the things they need to deter from such as drugs and alcohol.

We want to offer the same format we currently use, which may be expanded.

PURE Empowerment Center - Justification

P.U.R.E. Empowerment Center is a community based, church sponsored facility whose leaders are called to minister, through life skills training, to those living in our community with disabilities and to offer support through resources to their caregivers.

P.U.R.E. Empowerment Center founders envisioned a place where people would come, socialize, laugh, learn and grow. We based our ideas off the six dimensions of wellness defined by the National Institute of Health:

Occupational, Physical, Social, Intellectual, Spiritual, Emotional

We hope to build a program for our neighbors living with disability who want to empower themselves to greater independence. Our goal is to train through mentorship. Those who have attended the program for some years now, mentor newcomers. All are achieving participation in meaningful day activities, instead of wasting their time at home, alone, in front of an electronic device. There are no electronic devices at the Friday Day program. The more than regular participants, numbering over forty each week, love to come and socialize through games, sharing each other's achievements, group therapy through chair exercise, best life practices discussions such as how to avoid drugs, bible study, working with their hands to make crafts (holiday themes throughout the year), and so much more. Beverly Marshall, the founding mentor who gives her time with a passion that is unmatched, brings her heart for these neighbors each week and has built quite a following in the way of volunteer parents and caregivers on top of the loyal, students who show up each week, filled with anticipation for the great time they will have with their friends.

Empowerment Parent Resource Center, United Way, Agency for Persons with Disabilities, and Autism Pensacola have been loyal supporters to the Friday Day Program. United Way offered the small grant which started our dream. Today, we are able, due to the dedication of Beverly Marshall and her loyal volunteers, Bo Lyons and others, to keep the program going. However, we hope to do better than that. We trust that as our community partners such as the Escambia County Sherriff's Department learn about our humble program, the donations will begin to flow in support of this awesome ministry.

Please see the attached supporting documentation that describes our vision for Project Empower's additional day to the already successful Friday Day Program.

A Free activity day for adults with disabilities, each Friday...





Marcus Pointe Baptist Church

6205 N. "W" St., Pensacola, 32502

10-12p Socialize & Exercise

12:00 - 1:00p Lunch

P.U.R.E. Friendship Ministries

Registration:
Diebrun@me.com

Students bring their own lunch.

P.U.R.E. Empowerment Center

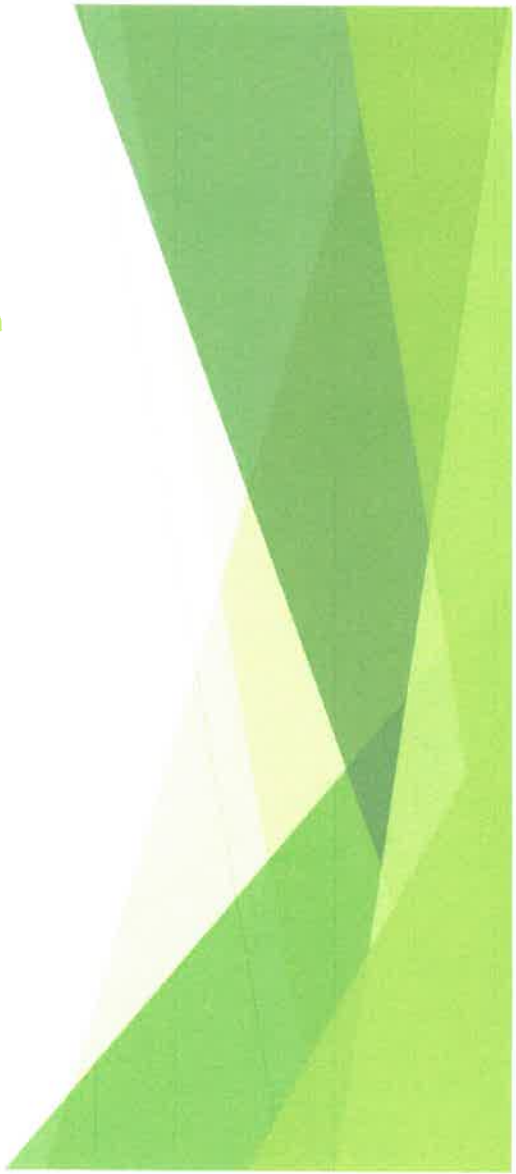
*Six Dimensions of Wellness: Occupational, Physical, Social, Intellectual, Spiritual, Emotional**

Life Skills		Leadership Skills	Occupational Skills	
Spiritual Development Social Skills Development	**Health and Nutrition**	**Caring for the Caregiver**	**Career Readiness Training - Resources to:**	**Leadership Training**
PURE Wednesday Bible Study	Friday Day Program	Empowerment Parent Resource Center	Person Centered Planning/Employment Discovery	Success stories shared and highlighted
Friday Day Program	Exercise & Nutrition		Job Assessments & Readiness Training	
	Breathing & Chair Calisthenics		Job Development	Mentorship
	Drug Prevention Training	Annual Appreciation Luncheon	Self Marketing Techniques	
			Job Maintenance	

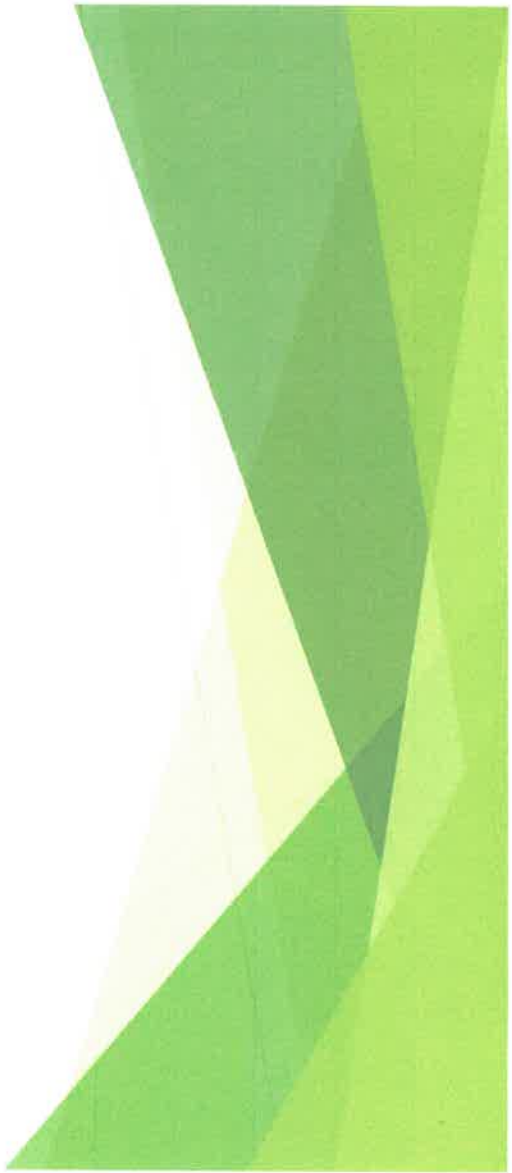
*National Wellness Institute

P.U.R.E. EMPOWERMENT CENTER

P.U.R.E. Empowerment Center is church sponsored by P.U.R.E. Friendship Ministries, Marcus Pointe Baptist Church and Project Empower.



P.U.R.E. – **P**erfectly created, **U**niquely gifted, **R**eceptive, **E**ternal individuals who have the complete support of P.U.R.E. Friendship Ministries.



P.U.R.E. Friendship Ministries & Project Empower have partnered the past four years to promote empowerment for our neighbors living with disability by providing bible study and social time together.

Our goals...

- Improve overall wellness of our neighbors living with disability by offering courses and projects that improve our lives through exercise of the body, mind and spirit.

Six Dimensions of Wellness: Occupational, Physical, Social, Intellectual, Spiritual, & Emotional

Here at Marcus Pointe Baptist Church:

Bible Study each Wednesday from
5p – 8p, Building A, Room 104

Social Time each Friday from
10a – 1:30p, Building A, Room 106

- Provide much needed respite to our communities' caregivers.

Every third Saturday from 9a – 12p, Building A, Room 106

For more information:

Tara Potter
tara.potter.fl@gmail.com
850-686-9369

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 10 2014

PROJECT EMPOWER OF NORTHWEST
FLORIDA INC
1521 DEER MOSS CT
GULF BREEZE, FL 32563

Employer Identification Number:
46-2432685
DLN:
17053141326044
Contact Person:
MS. TRUSTY ID# 31657
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 1, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Director, Exempt Organizations

Letter 947

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Project Empower of Northwest Florida, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
6205 N. "W" Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32505

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
46 - 2432685

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Tara Potter Date ▶ 2/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17541 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/05/2020
Issue: Employee Health Clinic Solicitation
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Employee Health Clinic Solicitation - Jana Still, Human Resources Department Director

That the Board be made aware of the status of the Employee Health Clinic Solicitation.

BACKGROUND:

The Escambia County Health Clinic was created in January 2011. The Clinic provides Urgent and Primary Care, as well as all new hire and yearly required physicals for approximately 2000 employees and their dependents for the County, and 647 employees and their dependents for the Sheriff. The City has expressed interest to utilize the clinic and their number reflects 750 employees and their dependents.

Concentra was initially awarded the Contact with a 3-year guarantee and multiple extensions. In August of 2016, Concentra was awarded a 2-year Contract with three optional 1-year extensions. The current extension with Concentra will expire on July 31, 2020. Currently the cost of the clinic is split 75% ($839,269.07) County and 25% ($279,756.36) Sheriff.

The County Administrator, County Attorney, and Human Resources staff have coordinated with USI, the brokerage firm that provides consultation for the County regarding the bid for the Clinic. The Board has previously provided guidance in the selection of the provider for the Clinic.

As indicated above, the Board approved a 1-year Concentra extension until August 1, 2020, with the understanding the County would conduct another

Invitation To Negotiate (ITN). Decision Points and timeline for the process of selecting a vendor is provided below:

- The onsite clinic ITN process takes 4-6 months to complete, so we need to begin the Request For Proposal (RFP) process as soon as possible.
- As part of the new ITN, the County wants to explore opportunities to manage costs.
- As part of the new ITN, the County wants to explore opportunities for the clinic to provide expanded services designed to mitigate future claims.
- As part of the new ITN process, the County wants to explore opportunities to provide services beyond the walls of the clinic.
- With the addition of City employees to the eligible clinic participants, the County and Sheriff's teams want to explore the impact of additional members on clinic staffing and utilization.

The following is the proposed timeline regarding the Health Clinic RFP to meet the August 1, 2020, goal:

Mailing date of proposals:	March 16, 2020
Mandatory Pre-Proposal Conference:	10:00 a.m., CST, March 25, 2020
Final Date for Questions:	April 3, 2020
Response to Questions will be provided:	April 8, 2020
Proposal due date:	2:00 p.m. CST, April 15, 2020
Blackout Period Begins:	April 15, 2020
Evaluation Committee Meeting:	1:00 p.m., CST, April 29, 2020
1st Discussions/Presentations Meeting:	9:00 a.m. CST, May 5, 2020
2nd Discussions/Presentations Meeting:	9:00 a.m. CST, May 6, 2020

The vendors will be evaluated by importance on the attached possible services and the following factors listed below:

Medical management (Case Mgt) (Scope of services)
Technology (EMR, Assoc. Portal)
Reporting
Pricing
Corporate Culture
Marketing/Communications
Coaching
Wellness Tracking Challenges
Account Mgt./Customer Service
Compliance

Key components regarding pricing are performance guarantees, staffing model, chronic disease management, preventive care, and technology will be provided by each candidate.

BUDGETARY IMPACT:

Currently the cost of the clinic is split 75% ($839,269.07) County and 25% ($279,756.36) Sheriff.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department, County Administration, and Purchasing will coordinate with USI and the vendors once the option is selected.

Attachments

Scope of Service

Scope of Services			
Primary Care	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Acute and Episodic Care	Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries		
Management of Chronic Conditions	Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes		
	For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.		
	For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated		
Routine annual exams and screenings	Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.		
	Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.		

Supplemental Primary Care Services	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service(s) if not included in annual fee**
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to Client that is not included in the annual fee		
Immunizations	Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.		
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis		

Health Maintenance and Disease Prevention	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service(s) if not included in annual fee**
Health Risk Assessment	Administered online or in paper version screens		
	General health and well-being		
	Health history including symptoms, conditions and family history		
	Tobacco use, alcohol use and stress levels		
Comprehensive Heath Review (CHR)	For high risk individuals and individuals with chronic disease a CHR		
	Online access to complete the Health History and Risk Assessment (HHRA)		
	1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals		

Lifestyle Risk Reduction	For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach		
	Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure		
	Individualized change management plans		
	Proactive support		

Chronic Condition Coaching	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.		
	Coaching, symptom monitoring, and disease education		
Behavioral Health	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Mental Health Services	Education and training to remove stigma and help people recognize signs in themselves and others. Counseling, CBT, Teledoc		

Health Engagement System Technology Platform	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	· Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content		
	· Online scheduling system and secure messaging		
	· Electronic Medical Record		
	· Ability to import encounter data from carrier to provide historical patient encounter information		
	· Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format		
Health Savings Account processing	· For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.		

Account Management and Advisory Services	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.		
Clinical Coverage Plan	Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.		
Monthly Reviews	Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.		
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year		
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations		

Strategic Planning	Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.		

Management Reporting and Analysis	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations		
Annual reports including:	• Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.		
	• Review of health center operations including health center volumes and patient engagement		
	• Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.		

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:	**Per unit cost of the service(s)**
· Flu vaccine and related supplies supplied at current rates.	
· Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk	
· Travel costs for health center staff and health screeners to visit participants at offsite locations (locations other than those regularly operated health centers included at the top of this Schedule A).	

PLEASE NOTE WHAT EQUIPMENT IS IN THE IMPLEMENTATION FEE:	**Include in implementation fee (Y or N)**	**Per unit cost of the equipment**
Medical Equipment		
· Exam table(s)		
· Phlebotomy chair		
· Cholestech (system)		
· AED		
· Autoclave		
· Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.		
· Internet connectivity and telephone service for clinic staff (monthly)		
PLEASE LIST ADDITIONAL EQUIPMENT NEEDS BELOW:		
Lab Storage Cabinet		
Medical Grade Fridge		
Medical Grade Freezer		
Lab Fridge		
Exam Room Equipment		
Lab Room Equipment		

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17557 **County Attorney's Report 14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/05/2020
Issue: Written Notice of Claim under the Bert J. Harris, Jr. Private Property Rights Protection Act Concerning Santa Rosa Villas 1st Addition
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Written Notice of Claim under the Bert J. Harris, Jr. Private Property Rights Protection Act Concerning Lots 14, 15, 21 and 22 of Santa Rosa Villas 1st Addition, Pensacola Beach, Florida.

That the Board take the following action:

Submit a written settlement offer to the Nowells through their attorney that there will be no changes to the action taken by Santa Rosa Island Authority in not authorizing a dwelling unit to be constructed on each of lots 21 and 22.

BACKGROUND:

The establishment of a limitation on the number of dwelling units for Pensacola Beach of 4,128 has a complicated and tortuous history. Ordinance No. 93-20, the Escambia County Comprehensive Plan, provided, in pertinent part, the establishment of a cap of 4,128 dwelling units under the MU-5 category with the maximum allocation of dwelling units to be defined by the lease agreements covering individual parcels. By February 4, 2004, the maximum dwelling units of 4,128 for MU-5 had been reached and all such units had been allocated by SRIA throughout Pensacola Beach.

However, before this date, the SRIA in 1982, in a subdivision popularly known as "The Sugar Bowl," (Santa Rosa Villas 2nd Addition) had subdivided it into 28 lots. In 1990, the SRIA consolidated five lots into one for a total of 27 lots at the request of Mr. and Mrs. Mullet. In 2002, the SRIA reversed that action and separated the five lots, but did not exceed the original number of 28 lots which had

been established in 1982, because at that time in 2002, not all of the 4,128 dwelling units had been allocated. The SRIA had the authority then to re-allocate dwelling units to each of those five lots.

As to Santa Rosa Villas' 1st Addition, Robert Kohlman, on behalf of he and his wife, asked SRIA in 1994 to consolidate their four lots (14, 15, 21 and 22) and their leases into one leasehold. As a result, when SRIA was conducting the final count in 2003 and 2004 of the allocation dwelling units to stay within the cap of 4,128 dwelling units, the Kohlmans were allocated one dwelling unit for the four lots covered by one lease. Therefore, the number of dwelling units for Santa Rosa Villas 1 st Addition went from 34 to 31 to coincide with the number of leases for that subdivision. To allow the building of a dwelling unit each on lots 21 and 22, as the Nowells are now requesting, would exceed the dwelling unit cap of 4,128 because all dwelling units were allocated in 2004. The dwelling unit cap is based on the number of leases for those parcels comprising MU-5 and not on the number of parcels themselves.

When the Nowells went before the SRIA at its regular Board meeting on July 10, 2019, through their agent, Buck Lee, to request that lots 21 and 22 be split from lots 14 and 15, the SRIA Board specifically told the Nowells, that even if lots 21 and 22 were split, and separated into three (3) separate leases (one for lots 14 and 15 and one each for lots 21 and 22), the Nowells would still be limited to only one dwelling unit which currently exists extending over lots 14 and 15. Mr. Lee acknowledged that he understood that the Nowells would not be able to build a dwelling unit on either or both of Lots 21 and 22.

At the present time, the Nowells are pursuing a petition for certiorari through the Circuit Court of Escambia County arguing that there is no competent and substantial evidence to support the SRIA's determination as described above and that the denial of the opportunity to build a dwelling unit on Lots 21 and 22 departs from the essential requirements of the law. In addition, the Nowells have given notice of their intent to bring a claim under the Bert J. Harris, Jr. Private Property Rights Act alleging that the inability to build a dwelling unit on lots 21 and 22 has restricted and limited their rights to develop their property in an inordinate manner, for which, in fairness and equity, the general public should compensate them. The Nowells have attached to their written notice of claim a report of a real property appraiser who has made the determination that the inability to build a dwelling unit on lots 21 and 22 have made the lots essentially worthless and they are entitled to a substantial sum of money.

The Bert J. Harris, Jr. Act provides that the County must make a written settlement offer to the Nowells within 150 days of being served with the notice from one of the eleven (11) options listed in § 70.001(4)(c), Fla. Stat. Option 11 that the County and SRIA preserve the status quo and make no change to the action taken

by SRIA is consistent with preserving the dwelling unit cap of 4,128 for MU-5.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Deputy County Attorney Charles V. Peppler would represent the County in any ensuing litigation.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Written Notice of Claim and Complaint without Exhibits

LISA S. MINSHEW, P.A.
ATTORNEY AT LAW

Lisa S. Minshew
FL - 1986
CA - 1989
PA -1985

433 EAST GOVERNMENT STREET
PENSACOLA, FL 32502

TELEPHONE (850) 434-6859
TELECOPIER (850) 434-5126
lsminshew@lisaminshewlaw.com

September 24, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Karen Sindel, Chair
Santa Rosa Island Authority Board
1 Via de Luna
Pensacola Beach, FL 32561

Lumon May, Chair
Escambia County Board of County
Commissioners at 221 Palafox Place,
Pensacola, Florida 32502

Re: Nowell v. Santa Rosa Island Authority
Complaint and Written Notice of Claim Pursuant to F.S. §70.001(4)(d) (the "Harris Notice")
Lots 14, 15, 21, and 22 of Santa Rosa Villas 1st Addition, Pensacola Beach, FL (the "Nowell Property or Nowell Lots")

Dear Ms. Sindel and Mr. May,

Please be advised that I have been retained by John and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007 (the "Nowells") in connection with the above referenced Nowell Property and denial of the right to use each of the platted and vested Lots 21 and 22 of the Nowell Property for the construction of one single family dwelling. Pursuant to Florida Statute § 70.001(d) (the Bert J. Harris, Jr. Private Property Rights Protection Act), this letter, with the enclosed Complaint and its exhibits, shall serve as a formal written claim for damages incurred as a result of Escambia County, through its Santa Rosa Island Authority's (the "SRIA") July 10, 2019 actions in violation of the law.

The Nowells are husband and wife and are the lessees of the real property and the owners of the personal property located with Lots 14, 15, 21, and 22 referenced above. The Nowells acquired the Nowell Property through an Assignment of Leasehold Interest from Jill Friend Kohlmann on June 23, 2010 recorded in Book 6606/ Page 1551in the Official Records of Escambia County, Florida. The SRIA first leased the Lots 21 and 22 to the Nowell's predecessors in title in 1983.

COUNTY ATTORNEYS OFFICE
25 SEP 2019
PM 02:00

On November 21, 1977, the Plat for S.R. Villas 1st Addition subdivision, containing thirty four (34) lots, was approved by the SRIA and Escambia County and recorded by Escambia County, Florida in Plat Book 10, Page 34 of the Official Records of Escambia County, Florida; and, therefore each of the thirty four (34) lots created therein are a "lot of record" which were vested with development rights, pursuant to the Escambia County Land Development Code ("S.R. Villas 1st") in 1977. The Nowell Lots are Lots 14, 15, 21, and 22 of S.R. Villas 1st.

On July 10, 2019, the SRIA voted to deny that the Nowells as the lessee of Lots 21 and 22, had vested development rights to construct a single family home on each of the unimproved platted lots, citing only the SRIA's legal conclusion that the SRIA, and therefore Escambia County had reached or exceeded the Pensacola Beach dwelling unit cap, sometime after the Nowell Lots were vested with the right to use each to construct a single family home thereon.

As a direct result of the SRIA's refusal to allow the Nowells to use either Lot 21 or Lot 22 to construct a single family dwelling thereon, the Nowells cannot obtain their reasonable investment backed expectation for the use of the Lots 21 and 22 of the Nowell Property, causing diminution of value of the Property. Enclosed is a bona fide, valid appraisal attached as an exhibit to the Complaint prepared by Humphrey and Associates, Inc. which supports the claim and demonstrates a loss in fair market value to the Nowells' Property.

Please respond in writing as soon as possible concerning SRIA's decision to either grant the Nowell's request for the use of each of the platted and vested Lots 21 and 22 for construction of a single family home thereon or deliver a written settlement offer within the next one hundred and fifty (150) days as required in Chapter 70 of the Florida Statutes (the Bert J. Harris, Jr. Private Property Rights Protection Act).

Sincerely,

/s/ Lisa S. Minshew

Lisa S. Minshew

LSM/tw
Enclosures
cc: Mr. and Mrs. Nowell

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007,

Petitioners,

v. Case No.:_____

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its SANTA ROSA ISLAND AUTHORITY,

Respondent.
_____/

COMPLAINT
and WRITTEN NOTICE OF CLAIM PURSUANT TO F.S. §70.001

Plaintiffs, JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007 (hereinafter, the "Nowells"), by and through the undersigned attorney, sues Defendant, ESCAMBIA COUNTY, through its SANTA ROSA ISLAND AUTHORITY (hereinafter, the "SRIA"), and as grounds states as follows:

JURISDICTION

1. This actions arises under the Fifth and Fourteenth Amendments to the Constitution of the United States and the Florida Constitution. Plaintiffs bring this action pursuant to 42 U.S.C. § 1983, Florida Statutes §70.001, Chapter 86 and Florida common law.

2. Jurisdiction and venue in this Court is proper as the real property the subject of this action is in Escambia County, Florida.

PARTY PLAINTIFFS

3. Plaintiffs, the Nowells, are husband and wife and are the lessees of the real property and the owners of the personal property located on Lots 14, 15, 21, and 22 (the "Nowell Lots or the Nowell Property") of the Santa Rosa Villas 1st Addition ("S.R. Villas 1st" or "Calle Hermosa").

PARTY DEFENDANT

4. Defendant, Santa Rosa Island Authority ("SRIA") , is a body politic, and authority established to supervise, regulate and lease the land on Santa Rosa Island (otherwise know as "Pensacola Beach"), which the SRIA holds for the benefit of the public as delegated by and from Escambia County, Florida and as established by federal and state law and may be served with process by serving Karen Sindel, the Chairman of the SRIA Board, at 1 Via de Luna, Pensacola Beach, FL 32561 and Lumon May, the Chairman of the Escambia County Board of County Commissioners at 221 Palafox Place, Pensacola, Florida 32502.

GENERAL ALLEGATIONS

5. On March 14, 1977, SRIA and Escambia County approved a thirty four (34) lot residential subdivision on Pensacola Beach known as Santa Rosa Villas 1st Addition, submitted by owners James Keltner and Charles Faddis ("S.R. Villas 1st").

6. On November 21, 1977, the Plat for S.R. Villas 1st Addition subdivision, containing thirty four (34) lots, was recorded by Escambia County, Florida in Plat Book 10, Page 34 of the Official Records of Escambia County, Florida; and, therefore each of the thirty four (34) lots created therein are

a "lot of record" vested with development rights, pursuant to the Escambia County Land Development Code. A true and correct copy of the Plat is attached hereto as Exhibit 1.

7. Since the recording of the Plat for S.R. Villas 1st, the SRIA has chosen to lease each of the platted lots including the Nowell Lots, creating investment backed expectations for the lessee of each platted lot and the title deraignment of the Nowell Lots leasehold interest from the SRIA is as follows:

A. Lot 21 S.R. Villas 1st was leased to Walter F. Tate & Jeannine M. Tate on May 19, 1983 (OR Book 1767/Page 70). A true and correct copy of the Lot 21 original lease is attached hereto as Exhibit 2;

B. Lot 22 S.R. Villas 1st was leased to Charles W. Hilton & Deborah C. Hilton on June 10, 1983 (OR Book 1773/Page 797). A true and correct copy of the Lot 22 original lease is attached hereto as Exhibit 3;

C. Lot 14 S.R. Villas 1st was leased to Richard I. Lott on October 15, 1986 (OR Book 2295/Page 177). A true and correct copy of the Lot 14 original lease is attached hereto as Exhibit 4;

D. Lot 15 S.R. Villas 1st was leased to Fred D. Clark & Alan B. Watts on October 21, 1986 (OR Book 2296/Page 401). A true and correct copy of the Lot 15 original lease is attached hereto as Exhibit 5; and

F. The Nowells are the current lessees of Lots 14, 15, 21 and 22 S.R. Villas 1st pursuant to the Assignment of Lease dated July 3, 2013 (OR Book 7041/Page 393, (the "Nowell Lease"). A true and correct copy of the lease is attached hereto as Exhibit 6.

8. On July 8, 1982, SRIA approved a twenty eight (28) lot residential subdivision known as Santa Rosa Villas 2nd Addition ("S.R. Villas 2nd" or "Sugar Bowl").

9. On July 20, 1982, the Plat for S.R. Villas 2nd subdivision, containing twenty eight (28) lots was recorded by Escambia County, Florida in Plat Book 11, Page 67 of the Official Records of Escambia County, Florida. A true and correct copy of the Plat is attached hereto as Exhibit 7.

10. On April 5, 1990, prior to the adoption of any dwelling unit cap at Pensacola Beach, the SRIA approved the consolidation of the leases of Lots 11, 12, 13,14, and 15 of S.R. Villas 2nd to Mr. and Mrs. Willis Mullet (the "Mullet Lots"). A true and correct copy of the lease is attached hereto as Exhibit 8.

11. On October 20, 1993, Escambia County adopted the Comprehensive Plan 2000, Ord. 93-20, Policy 7.A.4.9, establishing "new development" dwelling unit caps ("du cap") for each area of the County, including Pensacola Beach known therein as MU-5. Pensacola Beach du cap was established at 4,128. A true and correct copy of Policy 7.A.4.9 is attached hereto as Exhibit 9.

In February of 2015, Escambia County adopted the Comprehensive Plan 2030, which supersedes, replaces Comprehensive Plan 2000 and requires as follows: "Residential development MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units." Pensacola Beach has been referred to as MU-PB, since that time for land use purposes. A true and correct copy of Policy FLUM 1.3.1 in Chapter 7 is attached hereto as Exhibit 10.

12. On April 13, 1994, after the new 4,128 du cap was adopted, SRIA approved the consolidation of the leases of Lots 14, 15, 21, and 22 in S.R. Villas 1st for Robert Kohlmann (OR Book 6603/Page 1525 - not recorded until 6/17/2010) which lease was later assigned to the Nowells. Although consolidated, the lease detailed the lease fee to be paid and lessee's ability to separate the lots into separate leases and build residences on individual lots in the future. A true and correct copy of the Restated and Amended Lease is attached hereto as Exhibit 11.

13. On February 6, 2002, after the 4,128 du cap was established, SRIA approved the request of the Mullets to separate the leases of Lots 11,12,13,14 and 15 of S.R. Villas 2nd into five (5) individual leases, and to allow homes to be built on each of the five (5) Mullet Lots.

14. On February 27, 2002, SRIA staff prepared its density balance schedule for MU-5 of the Escambia County Comprehensive Plan 2000, as required in Policy 7.A.4.9 and Section 14.06 to monitor the du cap at Pensacola Beach, for inclusion in the Escambia County Annual Reports (the "Dwelling Cap Count").

15. In the February 27, 2002 Dwelling Cap Count, the SRIA staff identified as "Correct information as of 27-Feb-02" as previously approved, vested and allocated dwelling units within the 4,128 du cap:

"Santa Rosa Villas 1st Addition - 34 dwelling units" (same as plat and which included each of the Nowell lots) and

"Santa Rosa Villas 2nd Addition - 28 dwelling units" (same as plat and which included each of the Mullet lots)

A true and correct copy of the SRIA 2002 Dwelling Cap Count is attached hereto as Exhibit 12.

16. As shown in the 2002 Dwelling Cap Count, neither the consolidation of leases nor the subsequent separation of leases by the SRIA, for the platted lots of record in the two Santa Rosa Villas Additions subdivisions changed (by reduction or subtraction), SRIA's prior allocation of the vested 34 and 28 dwelling units (du) to each of the platted lots in Santa Rosa Villas subdivision, as included, allocated and therefore permitted within the 4,128 du cap established in the Escambia County Comprehensive Plan 2000 for MU-5 (Pensacola Beach).

17. Thereafter, the SRIA staff continued to include all of the 34 and 28 platted lots in the two Santa Rosa Villas Additions subdivisions as permitted dwelling lots with each lot allocated one (1) dwelling unit (du) within the 4,128 dwelling unit cap, in its mandatory dwelling count reports which were annually sent by Escambia County to the Department of Community Affairs of the State of Florida, as

required under the Escambia County Comprehensive Plan 2000, adopted by County ordinance and as required by the Florida Statutes regulating land use.

18. On January 14, 2004, SRIA through its leasing committee, at a public meeting, considered and voted unanimously to continue its staffs' policy of counting each and every previously platted lot, as previously permitted, vested and approved dwelling units allocated and included with the 4,128 dwelling cap (the "SRIA du Counting Policy").

19. At no time has the SRIA or the Escambia County Board of County Commissioners ever voted to approve a policy or establish by ordinance, any different method of counting the permitted allocated dwelling units within the 4,128 du cap, other than the SRIA du Counting Policy, which allocates one du to each platted lot. This is also verified by the Escambia County Property Appraiser who has at all times relevant herein, maintained and appraised each of the Nowell Lots 21 and 22 as a separate parcel, designated for single family dwelling use, with each lot assigned a separate account number.

20. As previously approved, vested platted lots with allocated dwelling units, SRIA and Escambia County approved building permits for construction of dwellings on each of the individual platted lots approved by the SRIA for lease separation for the Mullets, after the 4,128 dwelling unit cap had been adopted by Escambia County, as follows:

Lot 12 S.R. Villas 2nd - 2014;
Lot 13 S.R. Villas 2nd - 2014 (specific lease amendment acknowledging building);
Lot 14 S.R. Villas 2nd - 2004;
Lot 15 S.R. Villas 2nd - 1996; and
Lot 11 S.R. Villas 2nd - unimproved sold for $490,000.00 April 28, 2017.

21. On March 12, 2019, Mr. and Mrs. Nowell sent a written request to SRIA to separate their lease of Lots 14, 15, 21 and 22 of S.R. Villas 1st, into three (3) individual leases, and to allow one (1) single family home to be built on each of their two (2) unimproved remaining platted lots, just as had

been requested and approved by the SRIA for the Mullet Lots in 2002. A true and correct copy of the letter is attached hereto as Exhibit 13.

22. The Mullet Lots and the Nowell Lots were and are similarly situated properties, at all times relevant to this action.

23. At a duly noticed public hearing on July 10, 2019, the SRIA voted to allow the Nowells to separate their lease of Lots 14, 15, 21 and 22 of S.R. Villas 1st, into three (3) individual leases, one lease (1) for Lots 14 and 15, on which the Nowells' residence is located and two (2) separate leases for the unimproved lots, Lot 21 and Lot 22, which lots were created in 1977 as approved by the SRIA and Escambia County, Florida, as vested platted single family home lots in the plat recorded in the Official Records of Escambia County Florida in Plat Book 10 at Page 34 on November 21, 1977.

24. At the same duly noticed public hearing on July 10, 2019, the SRIA also for the first time voted specifically to deny that in each of the newly separated leases for Lots 21 and 22, that the lessee, the Nowells, had a vested right to apply for and be issued a building permit to construct a single family home on each of the unimproved platted lots, citing the SRIA's legal conclusion that the SRIA, and therefore Escambia County had reached the MU-PB dwelling unit cap adopted in 2015 and would exceed the 4,128 dwelling unit cap for area MU-PB, if the Nowells' Lots 21 and 22 were each allowed to be used or allocated one (1) single family dwelling unit.

25. At the July 10, 2019 meeting, the SRIA denied that the Nowells' Lot 21 and Lot 22, as lots platted in 1977, which were previously approved "lots of record", each vested and approved for the construction and use thereon of one (1) single family home; were immediately and automatically two (2) of the previously approved and allocated dwelling units (dus) on Pensacola Beach, that the SRIA was

required to count to determine how many additional dwelling units the SRIA could approve before the SRIA and Escambia County exceeded the 4,128 du cap.

26. Prior to July 10, 2019, neither the SRIA nor Escambia County, Florida ever took action at any public meeting to vote or to adopt any ordinance to take away the previously allocated and vested dwelling units (dus) from the Nowells' Lot 21 or Lot 22.

27. In 1994 when Escambia County adopted the Comprehensive Plan approving the 4,128 dwelling unit (du) cap for the MU-5, Pensacola Beach area of Escambia County; the MU-5 Pensacola Beach area did not have more than 4,128 existing constructed dwelling units, and neither the SRIA nor Escambia County had (a) approved the construction of; (b) approved the future construction of, or (c) allocated more than 4,128 dwelling units for the MU-5 Pensacola Beach area, at that time.

28. In 2002, there did not exist more than 4,128 constructed dwelling units on Pensacola Beach; neither had the SRIA or Escambia County issued permits for, approved or allocated more than 4,128 dwelling units for the MU-5 Pensacola Beach area, as shown by the 2002 Dwelling Unit Count.

29. As of the service of this Complaint and notice in September of 2019, the existing dwelling units in the MU-PB area do not exceed or equal or even approach exceeding 4,128; and therefore allowing the Nowells' to use the two (2) previously vested and allocated dus to build one (1) home on each of their Lots 21 and 22 could not violate the Escambia County Comprehensive Plan 2030's 4,128 dwelling unit (du) cap for Pensacola Beach MU-PB , as shown by the language of the adopted provisions of the ordinance found at Policy FLUM 1.3.1, Exhibits 10 herein.

30. If the SRIA, and/or Escambia County, Florida, approved for future construction or allocated for future development, additional dwelling(s), on Pensacola Beach after it had adopted the cap, which when added to the previously vested and platted lots for homes (dwellings), have now exceeded

the 4,128 dwelling unit cap; SRIA and/or Escambia County, Florida's failure or violation of the Comprehensive Plan, in so doing, cannot be lawful authority for the SRIA and/or Escambia County to take away the Nowells' property rights which were created and vested in 1977, by the same SRIA and Escambia County.

31. When the SRIA approved building permits for the Mullet's use of each of the Mullet Lots for construction of a single family home thereon, and subsequently denied the Nowells' request to use their previously allocated and approved dwelling units (dus) for each of their platted lots, for construction of a single family home on each of the Nowell Lots, the SRIA treated similarly situated properties differently without any rational basis, in violation of the U.S. and Florida Constitutions.

32. The Nowells timely petitioned the Circuit Court of Escambia County for a writ of certiorari after the SRIA denials on July 10, 2019, exhausting the Nowells' administrative remedies and staying any statutes of limitations for this action, as provided in Chapter 70.001 Florida Statutes.

33. The July 10, 2019, decision of the SRIA is a final decision by SRIA, as all leasing decisions of real property on Santa Rosa Island were delegated by Escambia County, Florida to the SRIA and through the statutory authority establishing the SRIA; and no lease or permit for any development or use of Lots 21 and 22 of the Nowell Property will be granted by the SRIA and/or Escambia County, Florida, absent judicial relief.

34. There is no legal or factual basis for the SRIA's July 10, 2019 denial.

35. When the SRIA and Escambia County, Florida approved the thirty four (34) lot residential subdivision known as Santa Rosa Villas 1st Addition, and the Plat containing the thirty four (34) lots was recorded by Escambia County, Florida in Plat Book 10, Page 34 of the Official Records of Escambia

County, Florida, the Nowell Lots became "lots of record" pursuant to the Escambia County Land Development Code and Florida Statutes regulating land use.

36. By its actions in denying the Nowells' any use of Lots 21 and 22, the SRIA has inordinately burdened the use of the Nowell Lots pursuant to Chapter 70.001(6)(d) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act.

37. The July 10, 2019, SRIA decision to deny the Nowells any use of the Nowells' Lots 21 and 22, was also in violation of Escambia County Land Development Code at Chapter 3 - Zoning Regulations, which specifically states:

> Sec. 3-1.4 - Allowed uses.
>
> (d) Single-family dwellings and ***lots of record.*** A single-family dwelling is a vested and conforming principal use on any existing lot of record within any zoning district and future land use category, regardless of applicable density, available lot access, and lot width along any street right-of-way. A single-family dwelling may be authorized for construction on a lot of record in compliance with all remaining applicable requirements of the LDC. Additionally, where a lot of record is completely divided by and along the boundary of an existing public right-of-way, the two separate areas of the lot may each be authorized for a single-family dwelling, regardless of density, lot width, and whether the two areas are retained in common ownership. [emphasis added]

38. As a result of the unlawful conduct of the Defendant SRIA, the Plaintiffs, the Nowells, have suffered lost value, loss of use, lost rents and profits, incurred engineering, surveying, taxes and permitting costs, incurred attorney's fees and costs and have been deprived of the single family residential value of the Nowell Lots 21 and 22 as each is designated in the MU-PB provisions of the Escambia County Comprehensive Plan 2030 and the Escambia County Land Development Code.

COUNT I
PRIVATE PROPERTY RIGHTS
FLORIDA STATUTES § 70.001

39. This is an action for private property rights protection and for damages pursuant to § 70.001, Florida Statutes.

40. The Nowells reallege and incorporate herein by reference Paragraphs one (1) through thirty-eight (38) as if stated fully herein.

41. On July 10, 2019, the SRIA chose to deny the Nowells the right to use or develop the Nowell Lots 21 and 22, as the Nowells' intended for one single family home on each platted lot and as each of the lots was vested as a "lot of record" for use for one dwelling unit, by the SRIA and Escambia County in 1977.

42. By refusing to grant any use for the Nowells' use or development of the Nowell Lots 21 and 22, the Defendant, SRIA, took an action which inordinately burdened the Nowells' reasonably foreseeable, nonspeculative or vested use of the Nowell Lots.

43. Attached hereto as Exhibit 14 is a true and correct copy of an Appraisal Report for Nowell Lots 21 and 22, prepared by Walter Humphrey, State Certified General Real Estate Appraiser, which assesses the loss of value for each lot due to the SRIA inordinately burdening the Nowell Lots, as of July 10, 2019.

44. Pursuant to F.S. §70.001(4)(a), on September 24, 2019, Plaintiffs Nowell, through the undersigned attorney, presented a written claim and a bona fide, valid appraisal supporting said claim to the SRIA. Further, Plaintiffs concurrently presented the written claim and copy of said appraisal to the Bureau of State Liability and Property Claims. A true and correct copy is attached hereto as Exhibit 15.

45. Defendant SRIA failed to make a written settlement agreement as required by Section 70.001(4)(c), Florida Statutes, within the 150-day-notice period.

46. Defendant SRIA failed to issue a written ripeness decision during the 150-day-notice period as required by Section 70.001(5)(a), Florida Statutes, deeming this action ripe for the purposes of filing this lawsuit.

WHEREFORE, Plaintiffs, JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007, request judgment against the Defendant, Santa Rosa Island Authority, and request this Court to award them damages; plus prejudgment per diem interest thereon; and demand a jury to try the cause, recovery of the costs incurred in this action, reasonable attorney's fees pursuant to F.S. §70.001 and requests such further and other relief as this Court deems proper.

COUNT II
42 U.S.C. § 1983
SUBSTANTIVE DUE PROCESS

47. This action is brought for damages for a substantive due process violation of the Fifth Amendment of the Constitution of the United States and other appropriate relief under 42 U.S.C. §1983 for violation of the Nowells' civil rights under color of law.

48. The Nowells reallege and incorporate herein by reference Paragraphs one (1) through thirty-eight (38) as if stated fully herein.

49. By its actions, the SRIA has violated the Fifth Amendment of the Constitution of the United States as incorporated into the Fourteenth Amendment of the United States Constitution, as it

violated the Nowells' substantive due process rights by its arbitrary and capricious actions against the Nowells which have damaged Plaintiffs and which are actionable pursuant to 42 U.S.C. §1983.

50. At all times herein, the acts of Defendant SRIA, as contained in Paragraphs one (1) through thirty-eight (38), were committed under the color of state law.

51. The actions of Defendant SRIA were committed by Defendant SRIA, even though the law established the contours of the Nowells' rights so clearly that a reasonable official would have understood that such acts in refusing to allow any use of the Nowell Lots were arbitrary, capricious, unlawful and a clear violation of the Nowells' constitutional rights.

52. SRIA's acts as set forth herein above were arbitrary and capricious in that said Defendant SRIA acted with an improper motive, without reason, or upon a reason that was merely pretextual. Such acts were committed intentionally, with reckless indifference, or with malice to the federally protected rights of the Nowells.

53. As a consequence of the acts of the SRIA, the Nowells have been required to obtain the services of the undersigned attorney to assert their claim and have agreed to pay her a reasonable fee for her services. The Nowells additionally requests that the Court, in its discretion, award the Plaintiffs reasonable and necessary attorney's fees as part of the costs of this case pursuant to 42 U.S.C. § 1988.

WHEREFORE, Plaintiffs, JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007, respectfully request that this Court grant the Plaintiffs the aforementioned relief, including compensatory damages, plus prejudgment per diem interest thereon, trial by jury and any other and further relief that the Court deems just and proper. The Nowells additionally request that the Court, in its discretion, award Plaintiffs reasonable and necessary attorney's fees as part of the costs of this case pursuant to 42 U.S.C. § 1988.

COUNT III
42 U.S.C. § 1983
EQUAL PROTECTION

54. This action is brought for damages for violation of the Fourteenth Amendment of the Constitution of the United States and other appropriate relief under 42 U.S.C. §1983 for violation of the Nowells' civil rights under color of law.

55. The Nowells reallege and incorporate herein by reference Paragraphs one (1) through thirty-eight (38) as if stated fully herein.

56. By its actions, the SRIA has violated the Fourteenth Amendment of the United States Constitution by its infringement of the Nowells' right to equal protection under the law by SRIA's intentional unequal treatment of the Nowells, allowing through its leasing authority for similarly situated vested platted lots to be approved as a part of their lease, to be used for and permitted for the construction of one (1) single family dwelling on each lot thereon; and refusing to allow the Nowells' same use of the Nowell Lots 21 and 22, which is actionable pursuant to 42 U.S.C. §1983.

57. Although the Nowells demanded to be treated equally, SRIA has selectively chosen to deny their use of the Nowell Lots 21 and 22 while allowing other real property lessees of similarly situated properties, including but not limited to the Mullett Lots to use their similar properties to construct and occupy the lots with one single family home (dwelling); and therefore, selectively discriminates against the Plaintiffs, the Nowells. SRIA has chosen to treat the similarly situated properties preferentially, damaging the Plaintiffs.

58. At all times herein, the acts of Defendant SRIA, as contained in Paragraphs one (1) through thirty-eight (38), were committed under the color of state law.

59. The actions of Defendant SRIA, as set forth herein above, were committed by Defendant even though the law established the contours of the Nowells' rights so clearly that SRIA would have

understood that such unequal and disparate treatment was a clear violation of the Nowells' constitutional rights.

60. The Nowells, by virtue of their lease of the Nowell Lots have a property interest worthy of constitutional protection and SRIA's discriminatory governmental actions encroach upon a fundamental right created by the United States Constitution for equal treatment.

61. The SRIA acted with an improper motive, without reason, or upon a reason that was merely pretextual. Such acts were committed intentionally, with reckless indifference, or with malice to the federally protected rights of the Nowells.

62. As a consequence of the acts of the SRIA as set forth herein above, the Nowells have been required to obtain the services of the undersigned attorney to assert their claim and has agreed to pay her a reasonable fee for her services.

WHEREFORE, Plaintiffs, JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007, respectfully request that this Court grant the Plaintiffs the aforementioned relief, including compensatory damages, plus prejudgment per diem interest thereon, trial by jury and any other and further relief that the Court deems just and proper. The Nowells additionally request that the Court, in its discretion, award Plaintiffs' reasonable and necessary attorney's fees as part of the costs of this case pursuant to 42 U.S.C. § 1988.

COUNT IV
INVERSE CONDEMNATION
ARTICLE X §6(a) FLORIDA CONSTITUTION

63. This is an action for inverse condemnation, for damages that exceed the amount of $15,000.00, and is within the jurisdiction of this Court.

64. The Nowells reallege and incorporate herein by reference Paragraphs one (1) through thirty-eight (38) as if stated fully herein.

65. Defendant, SRIA, intended, or knew or had substantial reason to know, that the aforementioned actions would cause the Nowells to lose all use of their real property interest in the Nowell Lots 21 and 22 and their personal property, including but not limited to one allocated and vested dwelling unit approval, which is a part of each of the same lots.

66. These actions on the part of Defendant amount to a deliberate physical invasion, intrusion and substantial interference of the Nowell Lots 21 and 22, tantamount to the physical taking of the Plaintiffs' real and personal property.

67. The Defendant, SRIA's actions constitute a taking and are ripe.

68. Defendant's actions render theNowells' lease and occupancy of Lots 21 and 22 and the personal property a part thereof without beneficial use.

69. Defendant's actions have resulted in a substantial deprivation of the beneficial use of the Nowell Lots 21 and 22 , in violation of Article X §6(a) of the Florida Constitution.

70. All conditions precedent to the bringing of this action have been met by Plaintiffs, the Nowells.

71. As a consequence of Defendant's taking of the Nowell Lots 21 and 22 without compensation, Plaintiffs have been required to obtain the services of the undersigned attorney to assert their claim and have agreed to pay her a reasonable fee for her services.

72. Plaintiffs are entitled to their reasonable attorney's fees, costs and prejudgment interest pursuant to Sections 73.091, 73.092 and 74.061, Florida Statutes.

WHEREFORE, Plaintiffs, JOHN C. NOWELL and LINDA NOWELL, individually and as Trustees of the Revocable Living Trust Agreement of John C. Nowell dated April 27, 2007, and John C. Nowell and Linda Nowell, individually and as Trustees of the Revocable Living Trust Agreement of Linda Nowell dated April 27, 2007, respectfully request that this Court grant the Plaintiffs the aforementioned relief, including compensatory damages, plus prejudgment per diem interest thereon, trial by jury, and any other and further relief that the Court deems just and proper. The Nowells additionally request that the Court, in its discretion, award Plaintiffs' reasonable and necessary attorney's fees as part of the costs of this case pursuant to Sections 73.091, 73.092 and 74.061, Florida Statutes.

COUNT V
BREACH OF LEASE

73. This is an action for breach of lease, for damages that exceed the amount of $15,000.00, and is within the jurisdiction of this Court.

74. The Nowells reallege and incorporate herein by reference Paragraphs one (1) through thirty-eight (38) as if stated fully herein.

75. Defendant, SRIA, is the lessor under the Nowell Lease and breached the terms of the Nowell Lease, failing to comply with the obligations of the lessor, under the Nowell Lease.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17561 **County Attorney's Report 14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 03/05/2020
Issue: Amendment to EPHRC Interlocal Agreement Between the Escambia County Board of County Commissioners and the City of Pensacola
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to EPHRC Interlocal Agreement Between the Escambia County Board of County Commissioners and the City of Pensacola.

That the Board take the following action regarding the Amendment to Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission:

A. Approve the Amendment to Interlocal Agreement with the City of Pensacola relating to the funding of the Escambia-Pensacola Human Relations Commission for the purpose of amending the name of the Commission; and

B. Authorize the Chairman to execute the Amendment to Interlocal Agreement.

BACKGROUND:

The Escambia-Pensacola Human Relations Commission (EPHRC) was created by Interlocal Agreement by and between Escambia County, Florida and the City of Pensacola. The purpose of the EPHRC is to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County.

On March 7, 2019, the Board enacted Ordinance 2019-13 to reestablish the EPHRC by ordinance. The ordinance defined the composition, duties and powers of the Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination

complaints and improve community relations in Escambia County.

By Board action on April 16, 2019, the County entered into an Interlocal Agreement with the City superseding the terms of the previous Interlocal Agreement dated September 15, 2005, to establish the parties' funding responsibilities for the operation of the Commission. The proposed Amendment to the Interlocal Agreement will amend the terms to reflect the current name of the Commission that is the subject of the Interlocal Agreement and for which the parties have established their respective funding responsibilities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Amendment was drafted by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to Interlocal Agreement

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION FOR THE PURPOSE OF AMENDING THE NAME OF THE COMMISSION

THIS AMENDMENT TO THE AGREEMENT is entered into by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter referred to as the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on or about April 22, 2019, the County and City entered into an Interlocal Agreement to establish the parties' funding responsibilities for the operation of the Escambia-Pensacola Human Relations Commission (hereinafter referred to as the "Interlocal Agreement"); and

WHEREAS, the Escambia-Pensacola Human Relations Commission (EPHRC) was renamed the Escambia County Human Relations Commission (ECHRC); and

WHEREAS, the County and City agree that the County shall take the necessary steps to file a fictitious name company so that the ECHRC will do business as the Escambia Pensacola Human Relations Commission; and

WHEREAS, the County and City find it in the best interest of the public to amend the Interlocal Agreement as provided herein.

NOW THEREFORE, it is mutually agreed that the County and City enter into this Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That the Interlocal Agreement is hereby amended to reflect the name of the Commission that is the subject of this Interlocal Agreement and for which the parties have established their respective funding responsibilities is now the Escambia County Human Relations Commission (ECHRC). All references in the Interlocal Agreement to the Escambia-Pensacola Human Relations Commission (EPHRC) shall mean the Escambia County Human Relations Commission (ECHRC), which intends to register a fictitious name company in order to do business as "Escambia Pensacola Human Relations Commission".

3. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

4. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

5. That this Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates, under each signature:

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

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-26-2020

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17571 **County Attorney's Report 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/05/2020
Issue: Enforcement of Order Granting Petition for Cert brought by Petitioners Teramore Development, LLC et al. v. Escambia County, Case No. 2017 CA 001778
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enforcement of Order Granting Petition for Certiorari brought by Petitioners Teramore Development, LLC, et al. v. Escambia County, Florida, Case No. 2017 CA 001778.

That the Board take the following action:

A. Accept the settlement proposal made by the Teramore Petitioners as outlined in the amended June 25, 2019 letter and hard copy of emails, make a finding that locational criteria has been met as set forth in Section 3-2.10(e)(5) of County's Land Development Code in that the Teramore Petitioners submitted competent substantial evidence in the form of documented compatibility of unique circumstances that the proposed use will achieve long-term compatibility with existing and potential uses, consider the Teramore Petitioners Administrative Appeal to the BOA as granted, and allow the construction of a Dollar General store so long as the development review process is satisfied;

OR

B. Reject the settlement proposal made by the Teramore Petitioners and allow the order of Judge Burns granting enforcement to stand and take no further action.

BACKGROUND:

Recently, the Circuit Court granted Teramore Development, LLC, Shu Cheng Shurett and Leo Huang's Motion to Enforce the Order of Judge Scott Duncan, who had granted their petition for certiorari and determined that the BOA had no competent substantial evidence to support the Planning Official's determination that the construction of a Dollar General Store was incompatible with the locational criteria in the Land Development Code. As this Board may remember, the appeal was brought back before the Board of Adjustment on February 20, 2019. The Board of Adjustment allowed the County to call its own expert planner and to provide additional evidence as to why a Dollar General Store would be incompatible with the surrounding neighborhood. At the conclusion of the second hearing, the Board of Adjustment, by a 4-2 vote, after an initial 3-3 vote, denied the appeal of the Teramore Petitioners.

The Teramore Petitioners then filed a second petition for writ certiorari and then attempted to mediate this case through a statutory special magistrate proceeding. However, the mediation resulted in an impasse. The Teramore Petitioners subsequently filed motions for contempt and to enforce the original decision by Judge Duncan that no competent substantial evidence supported the incompatibility analysis by the planning official. After oral argument, Judge Burns entered his order granting both the motion for contempt and the motion to enforce Judge Duncan's original order. However, Judge Dannheisser, who assumed Judge Burn's cases when Judge Burns was transferred to a different division (as part of a regular rotation), decided that the contempt finding was not supported by the evidence or the law and vacated the contempt finding, but left intact the order of Judge Burns enforcing the order of Judge Duncan.

Subsequent to the entry of an order vacating contempt, the parties have been in contact and the Teramore Petitioners have made the following settlement proposal as set forth in the attached amended June 25, 2019 letter and as set forth in the hard copy of the email by the Teramore group's attorney, David Theriaque. In essence, the Teramore group is proposing that the Dollar General store would have design enhancements along with screening vegetation, LED lights that point downward, a knee wall to block glare from headlights and other amenities to meet the concerns of neighboring residents. The Teramore group has also agreed that they would not pursue the County for attorney's fees or expert witness fees. The County, in exchange, would not pursue an appeal of Judge Burns' enforcement order, would consider the Teramore Administrative Appeal to the BOA as granted and would make a finding that the locational criteria has been met through documented compatibility.

The proposed settlement has several favorable features that this office recommends accepting. It would remove any financial exposure to the County for expert witness fees, which could be substantial, or the possibility of the assessment of attorney's fees. The County, in exchange, would be obtaining an enhanced design and amenities for the Dollar General store including preservation

of certain acreage within the proposed project area which would not be subject to further development. Further, an appeal or review proceeding of Judge Burns' order would have had a low chance of success.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office would assist in implementation of the settlement, if approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proposal

Kimberly C. Chappell

From: Charlie Peppler
Sent: Thursday, January 30, 2020 1:00 PM
To: Kimberly C. Chappell
Subject: FW: [EXTERNAL]Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778 — CONFIDENTIAL & PRIVILEGED SETTLEMENT COMMUNICATION
Attachments: Letter dated 6-25-19 to Alison Rogers Esquire (002).pdf

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From: David A. Theriaque, Esquire
Sent: Thursday, January 30, 2020 12:57:45 PM (UTC-06:00) Central Time (US & Canada)
To: Charlie Peppler
Cc: Brent Spain; brk@theriaquelaw.com
Subject: [EXTERNAL]Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778 — CONFIDENTIAL & PRIVILEGED SETTLEMENT COMMUNICATION

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Charlie,

Our clients are willing to settle on the attached proposed terms. Our clients would like to counter with the removal of items 1-9 which would be replaced with the proposed new DG wood prototype building which I have attached a rendering of here. This was not an option for our clients when this process was started on this project and believe it will be better fit for this location. Our clients are willing to keep all other conditions.

There would be a very slight site plan modification to accommodate this prototype due to the need for ground mounted HVAC units in lieu of roof top, which is actually an advantage to the neighbors, and the building is about 2 feet shorter than the original.

Please advise whether Alison and you can recommend approval of our clients' counter-offer.

Thank you,

Dave

P.S.
I am on vacation in Hawaii so there will be delays in my ability to respond to your e-mails.

Sent from my iPad


DOLLAR GENERAL

THERIAQUE & SPAIN LAW FIRM

CELEBRATING 23 YEARS est. 1995

REPLY TO: TALLAHASSEE

June 25, 2019

VIA ELECTRONIC MAIL ONLY
Alison Rogers, Esquire
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Re: ***Teramore Development LLC, et al. v. Escambia County, Florida,***
Escambia County Circuit Court Case Number 17-CA-1778
Confidential and Privileged Settlement Communication

Dear Ms. Rogers:

Our law firm represents Shu Cheng Shurett, Leo Huang, and Teramore Development, LLC ("Teramore" and collectively "Petitioners"), in regard to the above-referenced case. In an effort to avoid the time and expense associated with litigation, the Petitioners are making the following confidential and privileged settlement offer.

In regard to the proposed Dollar General store, Teramore reaffirms the following building and site upgrades that Teramore offered to the Escambia County Board of Adjustment:

Each of these items would be replaced with the proposed wood prototype building as the attached rendering shows

1. Storefront vestibule to add depth to break up the front wall of the proposed building.
2. Hardi Lap Residential Siding for the exterior of the proposed building.
3. Hardi Plank Residential Siding for the exterior of the proposed building.
4. Painted Split Face Block for first four (4) feet of the exterior of the proposed building.
5. Inset Shutters.

TALLAHASSEE
433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-7332
FAX: (850) 224-7662

WINDERMERE
9100 CONROY WINDERMERE ROAD, SUITE 200
WINDERMERE, FLORIDA 34786
(407) 258-3733
FAX: (407) 264-6132

www.theriaquelaw.com

See note above

6. Brick Columns -- including Wainscotting and Soldier Courses to enhance design.

7. Triple Step Coping as a decorative cap to frame out the eaves on the proposed building.

8. Upgraded Modern Storefront Canopy.

9. Full Parapet Screening on all four sides.

10. Enhanced lighting package to include downward direct full cutoff lights.

11. Upgraded Dumpster Enclosure to match Building Facade.

These upgrades include full masonry on all four (4) sides of the proposed building. The cost for these upgrades is approximately $140,000.00. Depictions of the proposed building with these upgrades are attached hereto as Exhibits "A" and "B."

Moreover, Teramore proposes the following additional settlement terms:

12. Teramore will shift the proposed building pad to the east which results in greater undeveloped space to the west of the building.

13. Teramore will convey approximately 1.60 acres to the County at no cost. The conveyed property would be deed restricted for passive recreational uses only. This acreage includes the greater undeveloped space which was created by shifting the proposed building pad to the east as well as property located to the north of the proposed building.

14. Teramore will shift the parking spaces so there will not be any parking spaces facing to the south.[1]

15. Teramore will construct a six (6) foot wooden privacy fence along the project limits.

16. Teramore will not install any lights on the back of the proposed building.

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[1] This change eliminates the need for a three (3) foot knee wall.

17. Teramore will not back light the Dollar General sign on the proposed building.

18. Teramore will utilize a Monument Sign.

19. Teramore will install a sidewalk connection to the front door of the proposed building.

A copy of the proposed revised site plan which includes these additional building and site design upgrades is attached hereto as Exhibit "C."

In exchange for these building and site design upgrades and Teramore's donation of approximately 1.60 acres to the County, the Petitioners request the following two (2) items:

A. The County shall conclude that Teramore's revised proposed site plan complies with Section 3-2.10(e)(5) of the County's Land Development Code; and

B. The County Staff shall expedite its review and approval of Teramore's revised proposed site plan.

This confidential and privileged settlement offer expires on Monday, July 8, 2019, unless such deadline is mutually extended.

I appreciate your attention to this matter. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,

David A. Theriaque

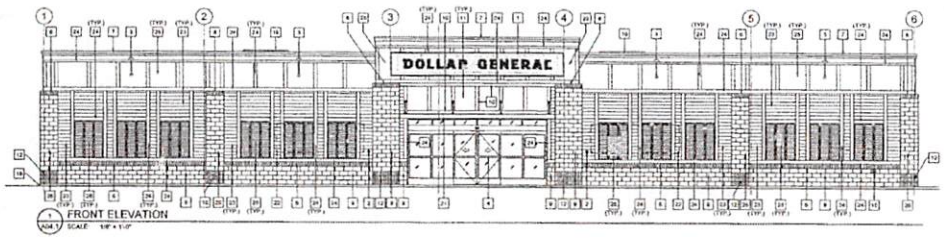
David A. Theriaque

Enclosures

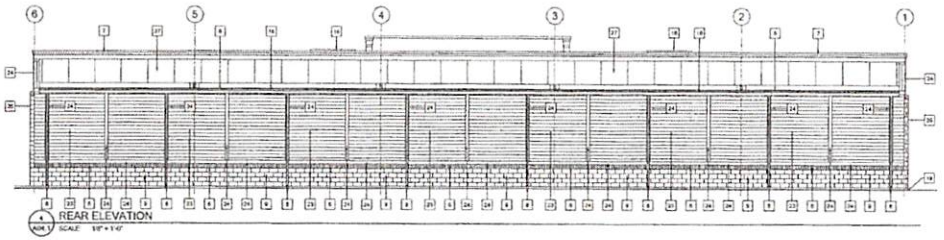
Rendering reflecting Building Upgrades



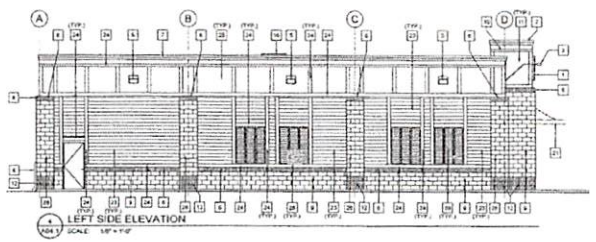
Exhibit A



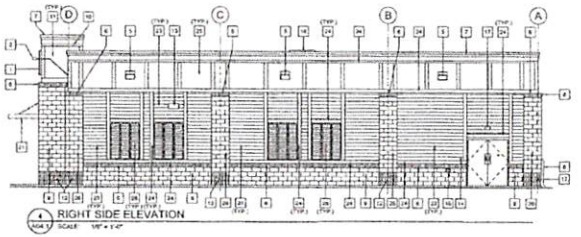
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



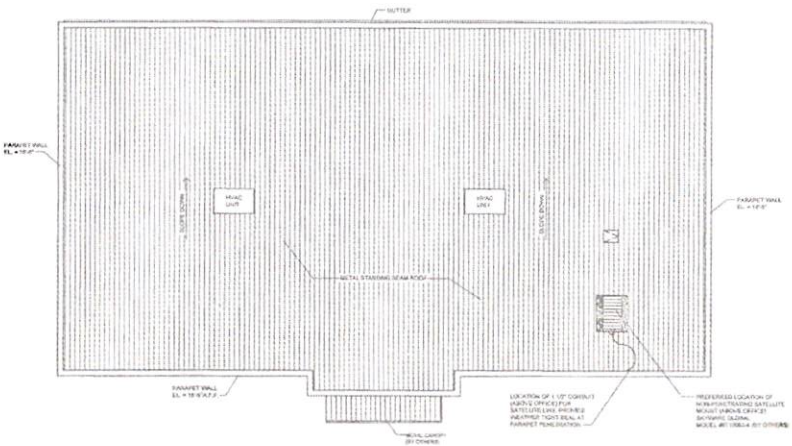
REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 3/32" = 1'-0"

ELEVATION KEYED NOTES

1. SIGN FURNISHED AND INSTALLED BY DOLLAR GENERAL CORP. WITH CIRCUIT AS NOTED ON ELECTRICAL PLAN. SIGN TO BE CENTERED ON FRONT OF BUILDING. CONTRACTOR IS TO PROVIDE ADEQUATE BLOCKING AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1,400 LBS. EXTERIOR CANOPY SIGN SHALL BE SUPPORTED BY THE FACE OF THE CANOPY. COORDINATE THE PROPER SIGNAGE TO BE USED WITH DOLLAR GENERAL.
2. RECEPTACLE. REFER TO E1.1 FOR ADDITIONAL INFORMATION.
3. FLOOD LIGHT. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALUMINUM STOREFRONT DOOR AND STOREFRONT GLAZING SYSTEM. TRANSOM TO BE IMPACT RESISTANT ALUM. FRAMING WITH IMPACT RESISTANT GLAZING. SEE EXTERIOR FINISH SCHEDULE FOR COLOR. SEE DETAIL 10/A06.
5. WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
6. 8" BRICK SOLDIER COURSE. MERIDIAN BRICK. GREY FLASHED WIRECUT.
7. TRIPLE STEP METAL COPING CAP. COLOR: CHARCOAL GRAY
8. GUTTER AND DOWNSPOUT - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
9. 4" SPLIT FACED CMU VENEER. SEE ELEVATIONS AND WALL SECTIONS FOR HEIGHTS. COLOR: PAINT SW 7017 DORIAN GREY.
10. 7/8" COMPOSITE TRIM (MIRATEC OR SIMILAR). TYP @ VERTICAL AND HORIZONTAL TRIM. COLOR: PAINT SW 7019 ESPRESSO GREY.
11. HARDIE-PANEL, FIBER CEMENT VERTICAL SIDING, OVER WATER RESISTIVE BARRIER. SMOOTH FINISH. COLOR: PAINT SW 7019 ESPRESSO GREY.
12. BRICK SOLDIER COURSES (LOWER 3 COURSES). MERIDIAN BRICK. GREY FLASHED WIRECUT.
13. VENT FOR BATHROOM EXHAUST. REFER TO M01 FOR ADDITIONAL INFORMATION.
14. DOOR BUZZER. REFER TO E01 FOR ADDITIONAL INFORMATION.
15. WALL HYDRANT. REFER TO P01 FOR ADDITIONAL INFORMATION.
16. HVAC UNITS MOUNTED ON ROOF. REFER TO MECHANICAL SHEET M1 FOR MORE INFORMATION.
17. ULTIMATE ANTENNA. STANDOFF MOUNTED OVER RECEIVING DOORS @ 9'-0" A.F.F.
18. MINIMUM EAVE HEIGHT 15'-10" A.F.F.
19. FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 8" BELOW FINISHED FLOOR AT ALL NON PAVED AREAS.
20. NOT USED.
21. METAL CANOPY BY OTHERS. COLOR: SW 7019 GAUNTLET GRAY
22. 1/2" DIAMETER x 4" LONG STAINLESS STEEL EYE BOLTS (OLDENS) WITH 1" DIAMETER DRILLED, GRILLED AND EPOXY INTO BLOCK WALL. 4 BOLTS TO BE LOCATED AS SHOWN EACH SIDE OF ENTRY. TOTAL OF 8 BOLTS.
23. HARDIE-PLANK, FIBER-CEMENT LAP SIDING, OVER WATER RESISTIVE BARRIER. SMOOTH FINISH, 8 1/2" WIDE. COLOR: PAINT SW 7019 ESPRESSO GREY.
24. 7/8" COMPOSITE TRIM (MIRATEC OR SIMILAR). TYP @ VERTICAL AND HORIZONTAL TRIM. COLOR: PAINT SW 7014 EIDER WHITE
25. HARDIE-PANEL, FIBER-CEMENT VERTICAL SIDING, OVER WATER RESISTIVE BARRIER. SMOOTH FINISH. COLOR: PAINT SW 7014 EIDER WHITE
26. 4" SPLIT FACED CMU VENEERS TO BE RECESSED OUT 4" FROM FACE OF CMU VENEER. SEE ELEVATIONS FOR HEIGHTS. COLOR: PAINT SW 7017 DORIAN GREY.
27. PARAPET SCREENING WITH PAINTED METAL PANELS WITH CONCEALED FASTENERS BY PEMB.
28. (7) 12 x 48 SHUTTER. COLOR: SW 7019 GAUNTLET GRAY
29. NOT USED.

PRE-ENGINEERED METAL BUILDING NOTES

METAL BUILDING NOTES:

1. THE PRE-MANUFACTURED METAL BUILDING STRUCTURE, CONCRETE FOUNDATIONS, AND CONCRETE SLAB SHALL BE DESIGNED, DETAILED, FABRICATED, AND CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CODES, STANDARDS AND REGULATIONS. THE METAL BUILDING MANUFACTURER SHALL APPLY STRICT ENGINEERING JUDGMENT BETWEEN THE APPLICABLE STANDARDS. IN THE ABSENCE OF OTHER CRITERIA, LOADINGS SHALL CONFORM TO THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE.
2. THE SCOPE OF THE PRE-MANUFACTURED METAL BUILDING STRUCTURE SHALL INCLUDE THE DESIGN, ENGINEERING, FABRICATION, DELIVERY, AND ERECTION OF THE COMPLETE STRUCTURAL STEEL FRAMING AND EXTERIOR SKIN PACKAGE. THE METAL BUILDING MANUFACTURER SHALL BE CERTIFIED BY AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) METAL BUILDING CERTIFICATION PROGRAM.
3. THE FRONT FASCIA SPAN & PATIO UP CLIP PURLINS (MOUNTED VERTICALLY SO THAT THE 2" FACE IS AGAINST THE BUILDING METAL SIDING). THESE PURLINS SHALL BE CENTERED OVER THE ENTRANCE AND SPACED 36" APART TO PROVIDE ADEQUATE SUPPORT FOR SIGNAGE WHICH MAY WEIGH UP TO 1,400 LBS.
4. INTERIOR METAL LINER PANELS TO BE 26GA GAUGE.

ROOF NOTES:

1. METAL ROOF MUST BE A STRUCTURAL STANDING SEAM METAL ROOF WITH MECHANICALLY ROLLED SEAMS. SEAMS TO BE A MINIMUM 1 1/2" HIGH. ALL FASTENERS TO BE CONCEALED.
2. ROOF PANELS TO BE A MINIMUM 24 GAUGE.
3. METAL ROOF SYSTEM TO BE EQUAL TO VP BUILDING SUR II ROOF
4. CONDENSATE FROM HVAC SHALL TO BE PIPED TO GUTTERS.

PRE-ENGINEERED METAL BUILDING VENDOR:	DOLLAR GENERAL (DG) PURE CHEMFORD (DG) PURE

EXTERIOR FINISHES

EXTERIOR FINISHES TO MATCH	MATCH SW 7014 EIDER WHITE	MATCH SW 7019 GAUNTLET GREY	SW 7017 DORIAN GREY	MEDIUM BRONZE	POLAR WHITE	SW 7019 GAUNTLET GREY
GUTTERS			•			
DOWN SPOUTS	•					
RECEIVING AND EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED. REFER TO DOOR SCHEDULE)			•			
ARCHITECTURAL MASONRY AT BUILDING FACADE SHIELD BE PRE-FINISHED OR PAINTED (ELASTOMERIC COATING SYSTEM BY MASONRY COATING ARMOR SERIES)			•			
FLAT METAL SOFFIT AT STOREFRONT VESTIBULE AREA					•	
BUILDING CANOPY (BY OTHERS)		•				
STOREFRONT SYSTEM				•		
STANDING SEAM METAL ROOF PANELS						•
LINER PANELS 26 GA. INTERIOR SALES FLOOR AND RECEIVING AREA)					•	

NOTE:

1. REFER TO SHEET 1.1 FOR ADDITIONAL INFORMATION ON RECOMMENDED NATIONAL ACCOUNT VENDORS.
2. NATIONAL ACCOUNT AND CONTACT INFORMATION SUBJECT TO CHANGE.
3. REFER TO ELEVATIONS FOR COLOR OF ALL MATERIALS NOT PROVIDED BY PEMB.

CASCO + R5

DOLLAR GENERAL
STORE NUMBER: #18397
TBD GULF BEACH HIGHWAY
PENSACOLA, FL 32507

PRTD DATE: 04/04/18
SOREM: DG-9130.0

CONSTR. DOC. & REVISIONS

No.	Description	Date

CASCO DIVERSIFIED CORPORATION
ARCHITECTURAL
CERTIFICATE OF AUTHORITY
#AA26002402

STATE OF FLORIDA
DANIEL A. DOWNEY
LICENSE NO. AR95329

DEC 14 2018

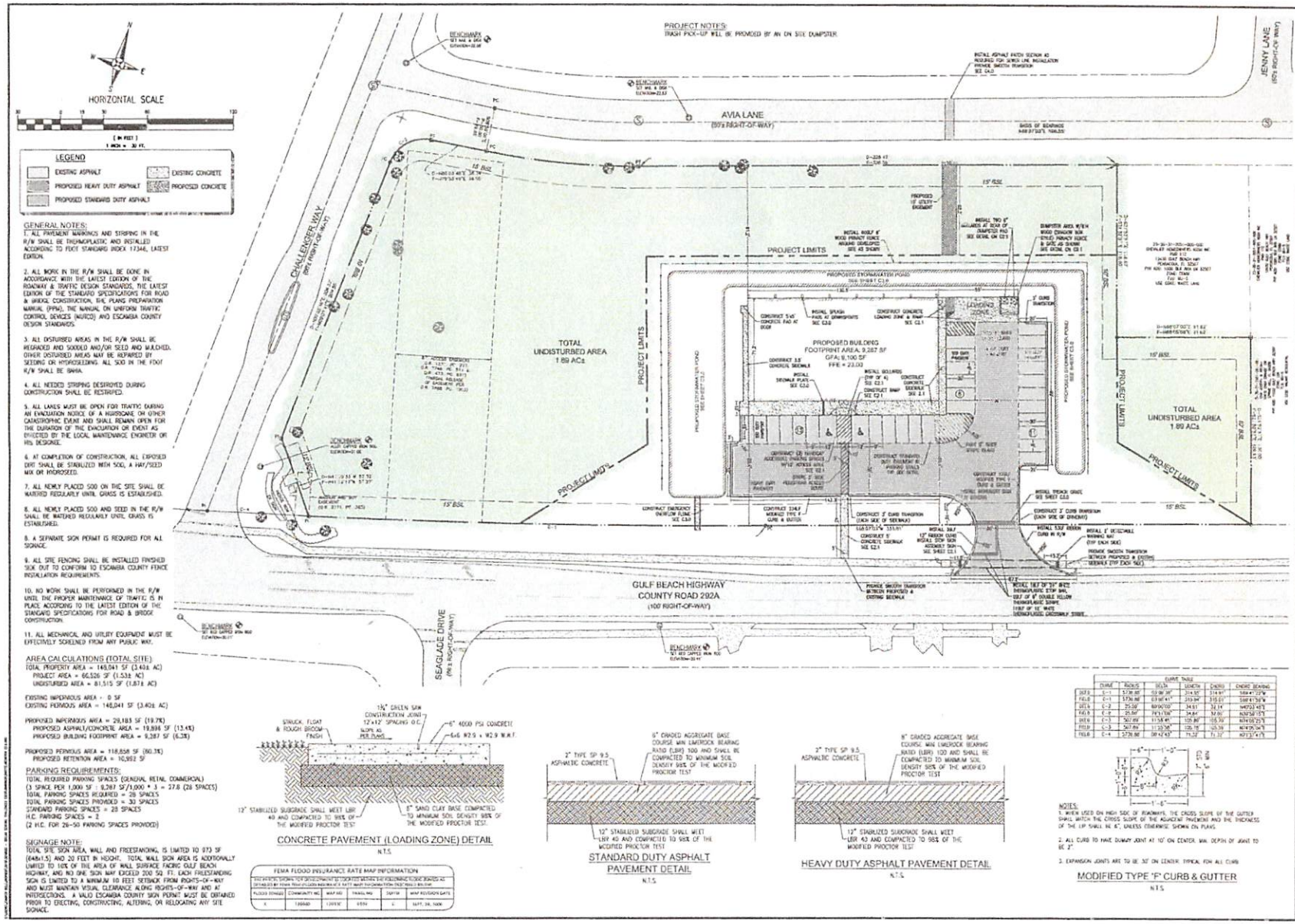
PROFESSIONAL OF RECORD
DANIEL A. DOWNEY
License No. AR95329
Expiration Date: 02/28/19

Drawn By/Checked By: DPB/CMS
Project Number: 319259
Owner Date: 11/20/18
Permit Date: 12/14/18

ELEVATIONS, ROOF PLAN & PEMB NOTES

A04

Exhibit B



GENERAL NOTES:

1. ALL PAVEMENT MARKINGS AND STRIPING IN THE R/W SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FDOT STANDARD INDEX 17346, LATEST EDITION.
2. ALL WORK IN THE R/W SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ROADWAY & TRAFFIC DESIGN STANDARDS, THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, THE PLANS PREPARATION MANUAL (PPM), THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ESCAMBIA COUNTY DESIGN STANDARDS.
3. ALL DISTURBED AREAS IN THE R/W SHALL BE REGRADED AND SODDED AND/OR SEED AND MULCHED. OTHER DISTURBED AREAS MAY BE REPAIRED BY SEEDING OR HYDROSEEDING. ALL SOD IN THE FDOT R/W SHALL BE BAHIA.
4. ALL NEEDED STRIPING DESTROYED DURING CONSTRUCTION SHALL BE RESTRIPED.
5. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.
6. AT COMPLETION OF CONSTRUCTION, ALL EXPOSED DIRT SHALL BE STABILIZED WITH SOD, A HAY/SEED MIX OR HYDROSEED.
7. ALL NEWLY PLACED SOD ON THE SITE SHALL BE WATERED REGULARLY UNTIL GRASS IS ESTABLISHED.
8. ALL NEWLY PLACED SOD AND SEED IN THE R/W SHALL BE WATERED REGULARLY UNTIL GRASS IS ESTABLISHED.
9. A SEPARATE SIGN PERMIT IS REQUIRED FOR ALL SIGNAGE.
10. ALL SITE FENCING SHALL BE INSTALLED FINISHED SIDE OUT TO CONFORM TO ESCAMBIA COUNTY FENCE INSTALLATION REQUIREMENTS.
11. NO WORK SHALL BE PERFORMED IN THE R/W UNTIL THE PROPER MAINTENANCE OF TRAFFIC IS IN PLACE ACCORDING TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
12. ALL MECHANICAL AND UTILITY EQUIPMENT MUST BE EFFECTIVELY SCREENED FROM ANY PUBLIC WAY.

AREA CALCULATIONS (TOTAL SITE):
TOTAL PROPERTY AREA = 148,041 SF (3.40± AC)
PROJECT AREA = 66,526 SF (1.53± AC)
UNDISTURBED AREA = 81,515 SF (1.87± AC)

EXISTING IMPERVIOUS AREA = 0 SF
EXISTING PERVIOUS AREA = 148,041 SF (3.40± AC)

PROPOSED IMPERVIOUS AREA = 29,183 SF (19.7%)
PROPOSED ASPHALT/CONCRETE AREA = 19,896 SF (13.4%)
PROPOSED BUILDING FOOTPRINT AREA = 9,287 SF (6.3%)

PROPOSED PERVIOUS AREA = 118,858 SF (80.3%)
PROPOSED RETENTION AREA = 10,992 SF

PARKING REQUIREMENTS:
TOTAL REQUIRED PARKING SPACES (GENERAL RETAIL COMMERCIAL)
(3 SPACE PER 1,000 SF = 9,287 SF/1,000 * 3 = 27.8 (28 SPACES)
TOTAL PARKING SPACES REQUIRED = 28 SPACES
TOTAL PARKING SPACES PROVIDED = 30 SPACES
STANDARD PARKING SPACES = 28 SPACES
H.C. PARKING SPACES = 2
(2 H.C. FOR 26-50 PARKING SPACES PROVIDED)

SIGNAGE NOTE:
TOTAL SITE SIGN AREA, WALL AND FREESTANDING, IS LIMITED TO 973 SF (64SF1.5), AND 20 FEET IN HEIGHT. TOTAL WALL SIGN AREA IS ADDITIONALLY LIMITED TO 10% OF THE AREA OF WALL SURFACE FACING GULF BEACH HIGHWAY, AND NO ONE SIGN MAY EXCEED 200 SQ. FT. EACH FREESTANDING SIGN IS LIMITED TO A MINIMUM 10 FEET SETBACK FROM RIGHTS-OF-WAY AND MUST MAINTAIN VISUAL CLEARANCE ALONG RIGHTS-OF-WAY AND AT INTERSECTIONS. A VALID ESCAMBIA COUNTY SIGN PERMIT MUST BE OBTAINED PRIOR TO ERECTING, CONSTRUCTING, ALTERING, OR RELOCATING ANY SITE SIGNAGE.

CONCRETE PAVEMENT (LOADING ZONE) DETAIL
N.T.S.

STANDARD DUTY ASPHALT PAVEMENT DETAIL
N.T.S.

HEAVY DUTY ASPHALT PAVEMENT DETAIL
N.T.S.

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	5730.00'	03°00'41"	301.04'	301.01'	S88°41'58"W
C-2	25.00'	89°00'00"	38.83'	35.04'	N40°59'48"E
C-3	25.00'	79°13'06"	34.84'	32.30'	N39°58'33"E
C-4	5670.00'	03°00'41"	297.52'	297.49'	S88°41'58"W
C-5	5670.00'	01°33'26"	154.07'	154.07'	S87°57'14"W
C-6	5670.00'	01°27'15"	143.45'	143.45'	S89°29'37"W
C-7	5730.00'	03°00'41"	301.04'	301.01'	S88°41'58"W
C-8	25.00'	89°00'00"	38.83'	35.04'	N40°59'48"E
C-9	25.00'	79°13'06"	34.84'	32.30'	N39°58'33"E
C-10	5730.00'	03°00'41"	301.04'	301.01'	S88°41'58"W

NOTES:
1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.
2. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
3. EXPANSION JOINTS ARE TO BE 30' ON CENTER. TYPICAL FOR ALL CURB.

MODIFIED TYPE 'F' CURB & GUTTER
N.T.S.

FEMA FLOOD INSURANCE RATE MAP INFORMATION

FLOOD ZONE(S)	COMMUNITY NO.	MAP NO.	PANEL NO.	SUFFIX	MAP REVISION DATE
X	120080	12033C	0551	C	SEPT. 29, 2006

Jennifer D. Bell, P.E. (FL #64666)
Pensacola, Florida 32503
EB 00029198

SITE LAYOUT & DIMENSION PLAN
REVISED 6/18/19

DOLLAR GENERAL
STORE #18397
11444 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA

DATE	#	REVISION DESCRIPTION
04/24/19	1	ESCD REVIEW COMMENTS
06/18/19	2	MEDIATION REVISIONS

NOT FOR CONSTRUCTION

Jennifer D. Bell, PE
FL PE # 64666

Job No.: 2018023
Date: 6/18/19

C2.0

This drawing is the property of Bell Engineering Services, LLC and may not be reproduced without written permission.

Exhibit C

Kimberly C. Chappell

From: Charlie Peppler
Sent: Tuesday, January 21, 2020 4:08 PM
To: 'David A. Theriaque (dat@theriaquelaw.com)'
Cc: Kimberly C. Chappell
Subject: FW: Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778
Attachments: Letter dated 6-25-19 to Alison Rogers, Esquire.pdf

Importance: High

Dave,

This is the alternative settlement offer that our office would be willing to recommend to the Board with the provisos mentioned in your letter regarding approval of the project and with the added points that I set forth in my email this date concerning the vacating of the order of contempt, no atty fees and expert costs, and waiver of the right to appeal or rehear Judge Burns' order/opinion. Thanks, Charlie

Charles V. Peppler
Deputy County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Fl 32502
(850) 595-5112 (direct)
(850) 595-4979 (telecopy)

THE FLORIDA BAR BOARD CERTIFIED CIVIL TRIAL

From: Alain Espinosa <aespinosa@myescambia.com>
Sent: Tuesday, January 21, 2020 4:00 PM
To: Charlie Peppler <cpeppler@myescambia.com>
Subject: FW: Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778
Importance: High

Charlie,

This is the email of the non-monetary offer.

Alain Espinosa
Legal Office Administrator
Assistant to County Attorney
Alison P. Rogers
County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Florida 32502
(850) 595-4970

From: Alison A. Rogers <aarogers@co.escambia.fl.us>
Sent: Tuesday, June 25, 2019 3:59 PM
To: Alain Espinosa <aespinosa@myescambia.com>
Subject: FW: Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778
Importance: High

From: David A. Theriaque
Sent: Tuesday, June 25, 2019 4:05:04 PM (UTC-06:00) Central Time (US & Canada)
To: Alison A. Rogers
Cc: Brent Spain; Benjamin Kelley
Subject: Teramore Development, LLC, et al. v. Escambia County, Florida -- Escambia County Circuit Court Case Number 17-CA-1778

Ms. Rogers,

Attached as a PDF is our letter dated June 25, 2019, regarding the above-referenced case, which contains our clients' confidential and privileged non-monetary settlement offer.

Please do not hesitate to contact me if you have any questions or need further information.

Thank you,

Dave

THERIAQUE & SPAIN

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, FL 32308

Telephone: (850) 224-7332
Facsimile: (850) 224-7662
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